

**LPA – CONSULTANT
PROFESSIONAL SERVICES AGREEMENT
Preliminary Engineering, Final Design and
Environmental Documentation Services**

CITY OF LINCOLN
ALFRED BENESCH & COMPANY
PROJECT NO. HSIP-5205(1)
CONTROL NO. 13147
S CODDINGTON-WEST VAN DORN, LINCOLN

THIS AGREEMENT, made and entered into by and between the City of Lincoln ,
hereinafter referred to as the Local Public Agency or LPA, and Alfred Benesch & Company,
hereinafter referred to as the Consultant.

WITNESSETH

WHEREAS, the LPA used a qualification based selection process to select the Consultant
to render professional services for the above named project at the location shown on
EXHIBIT "A", which is attached and hereby made a part of this agreement, and

WHEREAS, the Consultant is qualified to do business in Nebraska and has met all
requirements of the Nebraska Board of Engineers and Architects to provide consultant
engineering services in the State of Nebraska, and

WHEREAS, Consultant is willing to perform the services in accordance with the terms
hereinafter provided, is presently in compliance with Nebraska law, and hereby agrees to
comply with all federal, state, and local laws and ordinances applicable to this agreement, and

WHEREAS, the Consultant and LPA intend that the services provided by Consultant
comply with all applicable federal-aid transportation related program requirements, so that
LPA's project will be fully eligible for federal reimbursement, and

WHEREAS, the LPA and Consultant intend that the services under this agreement be
completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual
for Federal Aid Projects; hereinafter referred to as LPA Manual; the LPA Manual is a document
approved by the Federal Highway Administration (FHWA) that sets out the requirements for
local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found
in its entirety at the following web address:

<http://www.transportation.nebraska.gov/gov-aff/lpa/lpa-guidelines.pdf>, and

WHEREAS, the Consultants primary contact person for LPA will be the LPA's
representative, who has been designated as being in responsible charge of the project, and who
is referred to herein as RC or Responsible Charge.

WHEREAS, the parties understand that the State of Nebraska, Department of Roads is involved in this federal-aid project on behalf of the FHWA only for issues related to the eligibility of the project for reimbursement of project costs with federal-aid funds.

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

Wherever in this agreement the following terms are used, they will have the following meaning:

"CONSULTANT" means the firm of Alfred Benesch & Company and any employees thereof, whose business and mailing address is 825 J Street, Lincoln, NE 68508, and

"LPA" stands for Local Public Agency, and in this agreement means the City of Lincoln, Nebraska unless the context otherwise requires. LPA may also be used to refer generally to other Local Public Agencies. Local Public Agencies include, but are not necessarily limited to; Nebraska Cities, Villages, Counties, Political Subdivisions, Native American Tribes, and other entities or organizations found to be eligible sub recipients of federal funds for transportation projects, and

"LPA MANUAL" shall mean the Nebraska Department of Roads' LPA Guidelines Manual for Federal-Aid Projects. The LPA Manual can be found in its entirety at the following web address: <http://www.transportation.nebraska.gov/gov-aff/lpa/lpa-guidelines.pdf>, and

"RESPONSIBLE CHARGE" or "RC" shall mean LPA's representative for the project whose duties and responsibilities are identified in federal law and in the LPA Manual, and

"STATE" means the Nebraska Department of Roads in Lincoln, Nebraska, its director, or authorized representative. The State represents the United States Department of Transportation on federally funded transportation projects sponsored by a sub recipient of federal funds and any reference to the "State" in this agreement shall mean the State on behalf of the United States Department of Transportation.

"FHWA" means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"DOT" means the United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

To "ABANDON" the services means that the LPA has determined that conditions or intentions as originally existed have changed and that the services as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen.

To "SUSPEND" the services means that the LPA has determined that progress is not sufficient, or that the conditions or intentions as originally existed have changed, or the services completed or submitted are unsatisfactory, and that the services as contemplated herein should be stopped on a temporary basis. This cessation will prevail until the LPA determines to abandon or terminate the services or to reinstate it under the conditions as defined in this agreement.

To "TERMINATE" or the "TERMINATION" of this agreement is the cessation or quitting of this agreement based upon action or failure of action on the part of the Consultant as defined herein and as determined by the LPA.

SECTION 2. SCOPE OF SERVICES

The Consultant shall provide preliminary engineering, final design and NEPA documentation services for Project No. HSIP-5205(1), Control No. 13147 in Lancaster County, Nebraska. Upon receiving a written notice to proceed from the State, the Consultant shall complete the services required under this agreement as set out in Exhibit "B", Scope of Services, which are attached and hereby made a part of this agreement. Any services performed by the Consultant prior to written approval of the State will be solely at the expense of the Consultant.

The State has the absolute right to add or subtract from the scope of services at any time and such action on its part will in no event be deemed a breach of this agreement. The State will give the Consultant seven days written notice of such addition or subtraction. Any necessary addition or subtraction in the "General Scope of Services" shall follow the Consultant Work Order Process outlined in the FEES AND PAYMENTS section below.

SECTION 3. CHANGES TO PERSONNEL

The Consultant has provided LPA with a staffing plan that identifies the employees of the Consultant who will be part of the primary team for this project. The primary team members will be agreed upon and identified in each Task Order. The primary team is expected to be directly responsible for providing the field services for the work under this agreement. This document shall specify the role that will be assigned to each member of the primary team. This document is attached hereto as EXHIBIT "C" and is incorporated herein by this reference. During design, the Consultant may make occasional temporary changes to the primary team. However, any permanent change to the primary team will require prior written approval from the LPA. Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not

replacements must be qualified to perform the intended services. Failure on the part of the Consultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this agreement, with settlement to be made as provided in the SUSPENSION, ABANDONMENT, OR TERMINATION section of this agreement.

SECTION 4. NEW EMPLOYEE WORK ELIGIBILITY STATUS

The Consultant agrees to use a federal immigration verification system to determine the services eligibility status of new employees physically performing services within the State of Nebraska. The Consultant hereby agrees to contractually require any subconsultants to use a federal immigration verification system to determine the services eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the services authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the services eligibility status of a newly hired employee.

The undersigned duly authorized representative of the Consultant, by signing this agreement, hereby attests to the truth of the following certifications, and agrees as follows:

Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the services eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all subconsultants, by contractual agreement, to require the same registration and verification process.

If the Consultant is an individual or sole proprietorship, the following applies:

1. The Consultant must complete the United States Citizenship Attestation form, and attached it to this agreement. The form is available on the Department of Roads website at www.transportation.nebraska.gov/projdev/#save.
2. If the Consultant indicates on such Attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SECTION 5. NOTICE TO PROCEED AND COMPLETION

Due to critical timing related to the growing season, a written Notice-to-Proceed was issued to the Consultant on October 10, 2011 to perform wetland delineation work. Wetland Delineation work performed on or after October 10, 2011 is eligible for federal participation.

The LPA will issue the Consultant a written Notice-to-Proceed, for all remaining services agreed to within the Scope of Services attached as Exhibit "B", when the LPA determines that federal funding approval has been obtained for the project, upon full execution of the agreement and upon State concurrence that the form of this agreement is acceptable for federal funding eligibility. Any services performed by Consultant on the project, except for wetland delineation work, prior to the date specified in this written Notice-to-Proceed will be solely at the Consultant's expense.

The Consultant shall complete all the services according to the schedule in attached EXHIBIT "B" and shall complete all work required under this agreement in a satisfactory manner by February, 2013.

Any costs incurred by Consultant after the completion date are not eligible for reimbursement unless the Consultant has received an extension of time in writing from LPA.

The completion time will not be extended because of any avoidable delay attributed to the Consultant, but delays attributable to the LPA may constitute a basis for an extension of time.

SECTION 6. FEES AND PAYMENTS

The general provisions concerning payment under this agreement are set out on the attached Exhibit "E." The following provisions also apply:

- A. For performance of the services as described in this agreement, the Consultant will be paid a fixed-fee-for-profit of \$23,824.94, as defined in paragraph "E" of the attached Exhibit "E" and up to a maximum amount of \$180,980.82 for actual costs as defined in paragraph "F" of the attached Exhibit "E". The agreement amount is \$204,805.76.
- Progress and final payments will be based on receipted invoices or certified billings and compensation will be in accordance with all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulation (48 CFR 31).

B. Occasionally, the conditions of this agreement may change. This may be due to a change in scope which may require an adjustment of costs. For any services beyond what are shown in the scope of services of this agreement, the Consultant shall describe the proposed services, provide justification for the proposed services, estimate the cost to complete the services, and receive written approval from the LPA before the Consultant begins the proposed services. Before written approval will be given by the LPA, the LPA must determine that the situation meets the following criteria:

- That the additional work is beyond the scope of services initially negotiated with Consultant; and
- That the proposed Services are within the scope of the Request for Proposal under which Consultant was selected and contract entered into; and
- That it is in the best interest of the LPA that the services be performed under this agreement.

Once the need for a modification has been established, a supplemental agreement will be prepared.

If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement for Federal-Aid project, the LPA shall use the process set out below:

- Consultant Work Order Form (CWO) - DR Form 250 shall be used to describe and provide necessary justification for the modification of the scope of services, the deliverables, the schedule, and to document the estimated total additional fee. CWO form is available on the Nebraska Department of Roads website at: www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html#forms4. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. This agreement will be supplemented after one or more CWOs have been authorized and approved for federal funding.

C. The LPA is not responsible for costs incurred prior to the Notice-to-Proceed date or after the completion date stated in the NOTICE TO PROCEED AND COMPLETION Section of this agreement or as provided in a written time extension notification.

SECTION 7. PROFESSIONAL PERFORMANCE

The Consultant understands that the LPA will rely on the professional training, experience, performance and ability of the Consultant. Examination by the LPA, State or FHWA, or acceptance or use of, or acquiescence in the Consultant's services product, will not be considered to be a full and comprehensive examination and will not be considered an approval of the Consultant's services product which would relieve the Consultant from any liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional services to be accomplished by the Consultant pursuant to this agreement. The Consultant further understands that acceptance or approval of any of the services of the Consultant by the LPA or of payment, partial or final, will not constitute a waiver of any rights of the LPA to recover from the Consultant, damages that are caused by the Consultant due to error, omission, or negligence of the Consultant in its services. That further, if due to error, omission, or negligence of the Consultant, the plans, specifications, and estimates are found to be in error or there are omissions therein revealed during the construction of the project and revision or reworking of the plans is necessary, the Consultant shall make such revisions without expense to the LPA. The Consultant shall respond to the LPA's or State's notice of any errors or omissions within 24 hours and give immediate attention to necessary corrections to minimize any delays to the project. This may involve visits by the Consultant to the project site, if directed by the LPA. If the Consultant discovers errors in its services, it shall notify the LPA and State of the errors within seven days. Failure of the Consultant to notify the LPA will constitute a breach of this agreement. The Consultant's legal liability for all damages incurred by the LPA caused by error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the LPA.

SECTION 8. SUSPENSION, ABANDONMENT OR TERMINATION

The LPA has the absolute right to suspend or abandon the work, or terminate the agreement at any time and such action on its part will in no event be deemed a breach of this agreement. The LPA will give the Consultant seven days written notice of such suspension, abandonment, or termination. Any necessary change in Scope of Services shall follow the Consultant Work Order Process outlined in the FEES AND PAYMENTS section above.

If the LPA suspends or abandons the work or terminates the agreement as presently outlined, the Consultant shall be compensated in accordance with the provisions of 48 CFR 31 provided however, that in the case of suspension, abandonment or termination for breach of this agreement, the LPA will have the power to suspend payments, pending the Consultant's compliance with the provisions of this agreement. Payment to Consultant will be prorated

based on the percentage of work completed by the Consultant prior to abandonment or termination compared to the total amount of work contemplated by this agreement.

SECTION 9. OWNERSHIP OF DOCUMENTS

All surveys, plans, specifications, maps, computations, charts, electronic data, and other project data prepared or obtained under the terms of this agreement are the property of the LPA and the Consultant shall deliver them to the LPA without restriction or limitation as to further use.

LPA acknowledges that such data may not be appropriate for use on an extension of the services covered by this agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at the LPA's sole risk and without legal exposure or liability to Consultant.

SECTION 10. CONFLICT OF INTEREST

Generally, federal conflict of interest laws prohibit a full or part-time public employee, public official or agent who negotiates, approves, accepts, administers, or is otherwise involved with, any Consultant contract or subcontract on a federal-aid project, from having a direct or indirect financial or personal interest, real or apparent, in such Consultant contract with the public entity for which he or she is a public official, employee or agent. Conflicts of Interest can also arise when someone associated with a public employee or official has an interest in an LPA Consultant contract, or if Consultant's owners or employees own real estate that may be needed for the project. Therefore, Consultant agrees to appoint an appropriate person from its staff to be responsible for Consultant's federal-aid project conflict of interest duties. This person, on behalf of Consultant, shall:

- (1) Become knowledgeable about federal-aid project Conflict of Interest laws including 23 CFR Section 1.33, 49 CFR 18.36(b)(3), other state provisions and the Conflict of Interest Guidance Document, found on the Nebraska Department of Roads' website.
- (2) Create an internal process for Consultant to:
 - (a) identify in advance its employees or owners (or others with a financial or personal interest in Consultant), that are also employees, official or agents of a Nebraska LPA,
 - (b) identify whether any of those people have duties for that LPA as to the negotiating, approving, accepting, administering (or have influence over

the persons handling those duties) or other duties involved in the Consultant contract process for federal-aid transportation projects, and

(c) identify whether any employees or owners of Consultant own any real estate that may be acquired or used as a part of a federal-aid project of LPA.

- (3) Properly complete and submit all required conflict of interest forms; and disclose to the State any actual or potential conflicts of interest it has identified.

SECTION 11. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION

Certain information provided by the LPA or State to the Consultant is confidential information contained within privileged documents protected by 23 U.S.C. §409. "Confidential information" means any information that is protected from disclosure pursuant to state and federal law and includes, but is not limited to, accident summary information, certain accident reports, diagnostic evaluations, bridge inspection reports, and any other documentation or information that corresponds with said evaluations or reports, and any other information protected by 23 U.S.C. §409. "Privileged document" means any document pertaining to any file or project maintained by the LPA or State that is privileged and protected from disclosure, pursuant to appropriate state and federal law, including any document containing attorney-client communications between an LPA or State employee and Legal Counsel. This confidential and privileged information is vital and essential to the Consultant in order that the Consultant adequately design the project at hand on behalf of the LPA or State.

The Consultant agrees it will only use any information or documentation that is considered to be privileged or confidential for the purposes of executing the services by which it has agreed to render for the LPA or State for the project at hand only. The Consultant agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. The LPA agrees that any information or documentation that is considered to be privileged or confidential that is provided to Consultant will be marked with the following information (Approved 3/16/11):

"CONFIDENTIAL INFORMATION: Federal Law, 23 U.S.C §409, prohibits the production of this document or its contents in discovery or its use in evidence in a State or Federal Court. The LPA has not waived any privilege it may assert as provided by that law through the dissemination of this document and has not authorized further distribution of this document or its contents to anyone other than the original recipient."

The Consultant agrees to obtain the written approval of the Consultant Coordinator prior to the dissemination of any privileged or confidential information or documentation if it is unclear to the Consultant whether such information or documentation is in fact privileged or confidential.

The Consultant and the LPA agree that any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant will create liability on the part of the Consultant to the LPA for any damages that may occur as a result of the unauthorized dissemination. The Consultant agrees to hold harmless, indemnify, and release the LPA for any liability that may ensue on the part of the LPA for any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant.

SECTION 12. FORBIDDING USE OF OUTSIDE AGENTS

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the LPA has the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 13. NON-RAIDING CLAUSE

The Consultant shall not engage the services of any person or persons presently in the employ of the State for services covered by this agreement without the prior written consent of the employer of the persons.

SECTION 14. GENERAL COMPLIANCE WITH LAWS

The Consultant hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the services.

SECTION 15. DISPUTES

Any dispute concerning a question of fact in connection with the work covered under this agreement will be addressed in accordance with LPA Manual Section 4.4.3.5 DISPUTE RESOLUTION.

SECTION 16. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Consultant agrees to save harmless the LPA from all claims and liability due to the activities of the Consultant or those of the Consultant's agents or employees in the performance of services under this agreement. In this connection, the Consultant shall for the life of this agreement, carry insurance as outlined in Exhibit "D" and attached hereto, and hereby made a part of this agreement. In any contract Consultant has with a subconsultant, Consultant shall require that the insurance requirements outlined in Exhibit "D" must be met by the subconsultant.

SECTION 17. PROFESSIONAL REGISTRATION

The Consultant shall affix the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all plans, documents, and specifications prepared under this agreement as required by the Nebraska Engineers and Architects Regulations Act, Neb.Rev.Stat §81-3401 et. seq.

SECTION 18. SUCCESSORS AND ASSIGNS

This agreement is binding on successors and assigns of either party.

SECTION 19. DRUG-FREE WORKPLACE POLICY

The Consultant shall have an acceptable and current drug-free workplace policy on file with the State.

SECTION 20. FAIR EMPLOYMENT PRACTICES ACT

The Consultant agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. 48-1101 through 48-1126, which is hereby made a part of and included in this agreement by reference.

SECTION 21. DISABILITIES ACT

The Consultant agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this agreement by reference.

SECTION 22. DISADVANTAGED BUSINESS ENTERPRISES

The Consultant shall ensure that disadvantaged business enterprises, as defined in 49 CFR 26, have the maximum opportunity to compete for and participate in the performance of subagreements financed in whole or in part with federal funds under this agreement. Consequently, the disadvantaged business requirements of 49 CFR 26 are hereby made a part of and included in this agreement by reference.

The Consultant shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of FHWA-assisted contracts. Failure of the Consultant to carry out

the requirements set forth above will constitute a breach of this agreement and, after the notification of the FHWA, may result in termination of this agreement by the LPA or such remedy as the LPA deems appropriate.

SECTION 23. NONDISCRIMINATION

- A. Compliance with Regulations: During the performance of this agreement, the Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations of the DOT relative to nondiscrimination in federally-assisted programs of the DOT (49 CFR 21 and 27, hereinafter referred to as the Regulations), which are hereby made a part of and included in this agreement by reference.
- B. Nondiscrimination: The Consultant, with regard to the work performed by it after award and prior to completion of this agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the agreement covers a program set forth in Appendixes A, B, and C of 49 CFR 21.
- C. Solicitations for Subagreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subagreement, including procurements of materials or equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, or national origin.
- D. Information and Reports: The Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA, State or FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to the LPA, State or FHWA, as appropriate, and set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this agreement, the LPA will impose such agreement sanctions as it or the State and FHWA may determine to be appropriate, including but not limited to withholding of payments to the Consultant under this agreement until the Consultant complies, and/or cancellation, termination, or suspension of this agreement, in whole or in part.
- F. Incorporation of Provisions: The Consultant shall include the provisions of paragraphs A through E of this section in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subagreement or procurement as the LPA, State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event a Consultant becomes involved in or is threatened with litigation with a Subconsultant/ Subcontractor as a result of such direction, the Consultant may request that the LPA enter into such litigation to protect the interests of the LPA and, in addition, the Consultant may request that the State and United States enter into such litigation to protect the interests of the State and United States.

SECTION 24. SUBLETTING, ASSIGNMENT, OR TRANSFER

Any other subletting, assignment, or transfer of any professional services to be performed by the Consultant is hereby prohibited unless prior written consent of the LPA is obtained.

As outlined in the DISADVANTAGED BUSINESS ENTERPRISES Section of this agreement, the Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subagreements. Any written request to sublet any other work must include documentation of efforts to employ a disadvantaged business enterprise.

SECTION 25. CONSULTANT CERTIFICATIONS

The undersigned duly authorized representative of the Consultant, by signing this agreement, hereby swears, under the penalty of law, to the best of my knowledge and belief, the truth of the following certifications, and agrees as follows:

- A. **Neb.Rev.Stat. § 81-1715(1)**. I certify compliance with the provisions of Section 81-1715 and, to the extent that this contract is a fixed-price or cost reimbursement type professional services contract, I hereby certify that wage

rates and other factual unit costs supporting the fees in this agreement are accurate, complete, and current as of the date of this agreement. I agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. Neb.Rev.Stat. §§ 81-1701 through 81-1721.

B. Neb. Rev. Stat. §§ 81-1717 and 1718. I hereby certify compliance with the provisions of Sections 81-1717 and 1718 and, except as noted below neither I nor any person associated with the firm in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:

1. Has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this agreement, or
2. Has agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or
3. Has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this agreement, except as here expressly stated (if any).

C. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions.** Section C1 below contains 10 instructions that consultant agrees to follow in making the certifications contained in C2.

1. Instructions for Certification

- a. By signing this agreement, the Consultant is providing the certification set out below.
- b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. The Consultant shall submit an explanation of why it cannot provide the

certification set out below. The certification or explanation will be considered in connection with the LPA's determination whether to enter into this agreement. However, failure of the Consultant to furnish a certification or an explanation will disqualify the Consultant from participation in this agreement.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the State determined to enter into this agreement. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the LPA may terminate this agreement for cause or default.
- d. The Consultant shall provide immediate written notice to the LPA if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- f. The Consultant agrees that should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the LPA before entering into this agreement.
- g. The Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the State without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- h. The Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.
- i. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the LPA may terminate this agreement for cause or default.

2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

- a. By signing this agreement, the Consultant certifies to the best of its knowledge and belief, that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - ii. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph A.(ii) of this certification; and
- iv. Have not within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

- b. Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this agreement. I acknowledge that this certification is to be furnished to the State and the FHWA in connection with this agreement involving participation of federal-aid highway funds and is subject to applicable, state and federal laws, both criminal and civil.

SECTION 27. LPA CERTIFICATION

By signing this agreement, I, do hereby certify that, to the best of my knowledge, the Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 28. ALL ENCOMPASSED

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than contained herein, and this agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed
by their proper officials thereunto duly authorized as of the dates below indicated.

After being duly sworn on oath, I do hereby acknowledge the foregoing certification and
state that I am authorized to sign this agreement.

EXECUTED by the Consultant this 20th day of October, 2011.

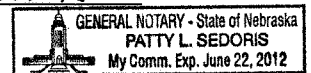
ALFRED BENESCH & COMPANY
Mike Gorman


Principal

STATE OF NEBRASKA)
)ss.
LANCASTER COUNTY)

Subscribed and sworn to before me this 20th day of October, 2011.


Notary Public



EXECUTED by the LPA this _____ day of _____, 2011.

CITY OF LINCOLN
Chris Beutler

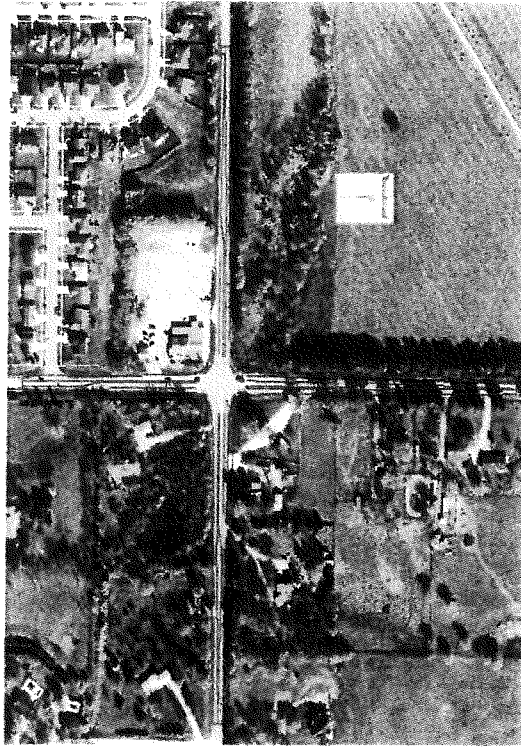
Mayor

Subscribed and sworn to before me this _____ day of _____, 2011.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Form of Agreement Approved for
Federal Funding Eligibility:

Date



S. Coddington & W. Van Dorn
City of Lincoln, NE
08/09/2010

Exhibit "A"

**SCOPE OF SERVICES
PRELIMINARY/FUNCTIONAL AND FINAL DESIGN**

PROJECT: HSIP-5205(1)

CONTROL NO.: 13147

LOCATION: Coddington Ave. and Van Dorn St. – Lincoln, NE

TYPE OF WORK: Safety Project

EXHIBIT B

PROJECT DESCRIPTION

The scope of the project consists of the reconstruction of the Van Dorn Street and Coddington Ave. intersection in the City of Lincoln. The existing asphalt surfacing will be removed and replaced with full depth concrete pavement from a point 600 feet west to 650 feet east of Coddington Ave. and 300 feet north to 700 feet south of Van Dorn St. The existing commercial driveway returns on the northeast and southwest corners of the intersection will be replaced with concrete pavement. The residential driveway returns on the northwest and southwest corners of the intersection will be reconstructed with matching existing surface material. Driveway access will be maintained at all times through the use of phased construction or temporary surfacing as needed. A 5 foot concrete sidewalk is proposed on the west side of Coddington Ave. from 700 feet south to 120 feet south of Van Dorn St. The proposed walk will then shift to the east side of Coddington Ave. and continue north (across Van Dorn St.) to match into an existing 5 foot concrete walk approximately 350 feet north of Van Dorn St. Pedestrian facilities do not currently exist within the proposed limits of this project. Existing stormwater facilities will be removed and reconstructed to maintain proper drainage. Additional facilities such as inlets or manholes may be needed to properly convey storm drainage on the newly constructed pavement. In addition to the paving work, signing and striping will be installed to facilitate traffic flow through the intersection. The construction of the elements on this project may require a full closure of the Van Dorn St. and Coddington Ave. intersection. Traffic flow along Van Dorn St. and Coddington Ave. will be redirected through the use of detours and intersection closure should last between 60 to 90 days. Local access for residents, businesses and emergency vehicles will be maintained at all times.

LPA/NDOR TO PROVIDE OR COMPLETE

1. Sample plans on a similar project.
2. As-built plans of existing facility.
3. Traffic Counts and Accident Data.
4. Electronic Aerial photos in TIF format.
5. NDOR Hydraulic Analysis Guidelines 2009.
6. Identify railroad utilities.
7. Public Meeting brochure format and samples
8. Adjacent property ownership data.
9. Deeds for previous R.O.W. projects (including railroad maps, railroad leases and city plats, if applicable).
10. Control points, ties, and benchmark information.
11. Right-of-way plans, plats and/or maps.
12. LIDAR DTM (DAT or TIN) on DVD.
13. Wetland delineation and mitigation area design parameters.
14. Information available on the Department's website (www.dor.state.ne.us)
 - a. Geopak downloads (includes criteria files)
 - b. CADD Policy
 - c. Design drafting cell libraries
 - d. State of Nebraska Minimum Design Standards 2008
 - e. NDOR Design Process Outline (DPO), which also includes the plan-in-hand report outline, summary of quantities list, and checklists for design, plan-in-hand, earthwork, public hearing, and cost estimate.
 - f. NDOR Pipe Policy. (<http://www.dor.state.ne.us/docs/pipe-policy-english.pdf>)
 - g. Nebraska Highway Reference Log Book 2008.
(<http://www.transportation.nebraska.org/docs/logbook.pdf>).
 - h. NDOR Access Control Policy, 2006
<http://www.nebraskatransportation.org/roway/pdfs/accesscontrol.pdf>
 - i. Standard item list.
 - j. Roadway Standard Plans/Standard Special Plans
 - k. Border sheets (MicroStation files) (<http://www.nebraskatransportation.org/roadway/design/microstation.htm>).
 - l. MicroStation bridge design files, including base sheets, current design standards, libraries, etc.
 - m. Traffic signing cell library.

Project No.: HSIP-5205(1)

Control No.: 13147

Location: Coddington & Van Dorn Safety Project

Exhibit B

Sheet 1 of 20

- n. Nebraska Topography Labeling Application (mdl application for use with Geopak).
 - o. NDOR Roadway Design Manual, 2006
(<http://www.transportation.nebraska.gov/roadway-design/pdfs/rwydesignman.pdf>).
 - p. Survey & Planimetric Info & Guidelines
(<http://www.nebraskatransportation.org/roadway-design/planimetric.htm>)
 - q. NDOR Drainage Design and Erosion Control Manual
(<http://www.transportation.nebraska.gov/roadway-design/dd-ec-manual.htm>).
 - r. NDOR Bridge Office Policies and Procedures Manual. (BOPP)
(<http://www.transportation.nebraska.gov/design/bridge/downloads-manuals.html#bopp>).
 - s. NDOR ROW Manual.
 - t. NDOR Hydraulic Analysis Guidelines, 2009
 - u. NDOR Consultant Manual.
15. NDOR survey manual.
 16. Survey traffic control policy.
 17. Traffic safety signs (survey/inspection).
 18. Information on USC and GS and/or USGS bench marks.
 19. USGS Quad map(s) for the project.
 20. State Plane Coordinate Manual.
 21. NDOR Policy for Accommodating Utilities on Highway Right-of-Way.
 22. Names of known utilities, addresses and permits listing use and occupancy permit data.
 23. Traffic Study Traffic Engineering Recommendations.

APPLICABLE PUBLICATIONS

The Consultant shall follow the criteria of the current applicable publications. These publications and others which the Consultant may use in this work are:

1. AASHTO LRFD Bridge Design Specifications, 4th Edition.
2. Nebraska Minimum Design Standards – Counties, Municipalities, State, 2008
(<http://www.transportation.nebraska.gov/gov-aff/pdfs-docs/MinDesStds.pdf>).
3. A Policy on Geometric Design of Highways and Streets 2004 (AASHTO).
4. State of Nebraska 2006 Roadway Design Manual
(<http://www.transportation.nebraska.gov/roadway-design/pdfs/rwdesignman.pdf>).
5. Nebraska Department of Roads' Bridge Office Policies and Procedures Manual (BOPP). (<http://www.transportation.nebraska.gov/design/bridge/downloads-manuals.html#bopp>).
6. Highway Capacity Manual - Transportation Research Board Special Report HCM2000.
7. State of Nebraska, Department of Roads, Standard Specifications for Highway Construction 2007. (<http://www.transportation.nebraska.gov/ref-man/specbook-2007.pdf>).
8. NDOR Policy for Accommodating Utilities on State Highway Rights-of-Way.
9. A Guide for Design of Structural Supports for Highway Signs, Luminaries and Traffic Signals (AASHTO).
10. IES Lighting Handbook (Illuminating Engineering Society).
11. An Informational Guide for Roadway Lighting (AASHTO).
12. Roadway Lighting Handbook (USDOT, FHWA).
13. National Electric Code (NFPA).
14. National Electric Safety Code (IEEE).
15. Guide for Standardized Highway Lighting Pole Hardware (AASHTO, ARTBA, AGC).
16. Manual on Uniform Traffic Control Devices (FHWA).
<http://www.mutcd.fhwa.dot.gov/kno-millennium.htm>.
17. Traffic Control Devices Handbook (FHWA).
18. NDOR Crew Traffic Control Policy.
19. NDOR Instructions to Flaggers.
20. Nebraska State Plane Coordinate System Datum Adjustment Computations Lambert Conformal System Manual.
21. Reference Guide Outline, Specifications for Aerial Surveys and Mapping by Photogrammetric Methods for Highways. (FHWA)
22. United States National Map Accuracy Standards Manual of Photogrammetry, Fifth Edition (American Society of Photogrammetry) and/or Digital Photogrammetry (An Addendum to the Manual of Photogrammetry and Remote Sensing).
23. U.S. Geological Survey National Mapping Program Standard for Digital Orthophotos. (Released 12/96).
24. Federal Aid Policy Guide, 23 CFR 650A.
25. FHWA Publication No. FHWA-IP-90-017, Hydraulic Circular No. 18 (HEC18).
26. Federal Emergency Management Agency (F.E.M.A.) National Flood Insurance, Flood Boundary and Floodway Map, and Flood Insurance Study (FIS).

27. Bridges, Structure, and Hydraulics; FHWA Hydraulic Regulations and Non Regulatory Supplements, Title 23, Section 650, Subpart A.
www.fhwa.dot.gov/engineering/hydraulics/policymemos.cfm
 28. Federal Highway Administration Publication No. 18 (Evaluating Scour at Bridges)
www.fhwa.dot.gov/engineering/hydraulics/library_listing.cfm
 29. Hydraulic Engineering Circular No. 20, Stream Stability at Highway Structures No. NHI-01-002. www.fhwa.dot.gov/engineering/hydraulics/library_listing.cfm
 30. Hydraulic Design Series No. 5, Hydraulic Design of Culverts Report No. FHWA-IP-85-15. www.fhwa.dot.gov/engineering/hydraulics/library_listing.cfm
 31. NDOR Publication "So You Want Access To The Highway".
<http://www.nebraskatransportation.org/row/pdfs/accessshwy.pdf>
 32. NDOR Drainage Design and Erosion Control Manual.
 33. Urban Drainage Design Manual Second Edition Publication No. NHI-01-021 (HEC22).
 34. Hydraulic Design of Highway Culverts Report No. NHI-01-020.
 35. Roundabouts: Informational Guide Publication No. FHWA RD-00-067.
 36. Rules & Regulations for Highway Rail Grade Crossings.
 37. American Railway Engineering and Maintenance of Way Association (AREMA) Manual.
 38. Accessible Public Rights of Way Guide, July 2007).
 39. Americans with Disabilities Act (ADA).
 40. Americans with Disabilities Act Accessibility Guidelines.
 41. AASHTO Roadway Design Publication.
 42. AASHTO Guide for the Development of Bicycle Facilities 1999.
 43. TRB Designing Safer Roads Practices for Resurfacing, Restoration and Rehabilitation 1987. Report 214 (for 3R projects only).
 44. U.S. Geological Survey National Mapping Program Standard for Digital Ortho-photos (Release 12/96).
 45. LPD Guidelines Manual for Federal Aid Projects.
- * If discrepancies occur between these publications, Consultant shall get a decision from the NDOR Project Coordinator.

TASK 1 PROJECT MANAGEMENT

a. Project Management

The Consultant Project Manager will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of sub-Consultants. Provide regular progress reports with invoices.

b. Coordination with Others

The Consultant will coordinate their design with agencies and/or Consultants that are involved with this project or adjacent projects. Coordination includes one-on-one meetings with the agencies or Consultants. This task does not include coordination with utilities.

c. Design Memorandum

The Consultant will prepare a design memorandum using DR Form 190, "Principle Controlling Design Criteria" establishing the design criteria to be used on the project and submit the information to Responsible Charge (RC) for concurrence.

TASK 2 GENERAL PROJECT MEETINGS

a. Kick-Off Meeting (1)

Upon notice from the RC, the Consultant will schedule and attend a kick-off meeting with the Local Public Agency (LPA) staff. The RC will supply a list of invitees and the Consultant will be responsible for notifying the attendees.

b. Progress Meetings (5)

The Consultant will schedule and attend all progress meetings. The Consultant will create and distribute a meeting agenda at least 48 hours prior to all progress meetings. Utility review / coordination will occur with the progress meetings. The number of meetings and attendees can be found in the Work Plan.

c. Review Meetings (3)

The Consultant will schedule and attend review meetings to receive the RC's review comments from the submittals.

d. Plan-in-Hand

The Consultant will schedule and attend a plan-in-hand field inspection. This field inspection will follow the review of the plan in hand plans by the RC and NDOR.

TASK 3 TOPOGRAPHIC SURVEY

a. Topographical Survey

The Consultant will perform the necessary topographic ground survey including the existing centerline, intersecting streets, alleys and drives, tying the location of land monuments to the existing centerline, cross-sections and profiles necessary for the hydrologic study and hydraulic design of the drainage system. A topographic survey will be performed using electronic 'Total Station' technology in MicroStation/GEOPAK format. Copies of field book records and electronic records will be submitted to the RC at the completion of final design. Natural topographic features and man-made features, will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. All such topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded. The topographical survey will include an exact and detailed tree count, noting the size, type and location (station and offset will be noted on the plans). The tree count will be conducted after the design has sufficient detail to identify which trees may be impacted by the project. The limits of the survey are to be at least 100 feet on each side of the existing centerline or to corners of structures on tracts, and must include enough information for build the proposed typical cross-section and show the limits of construction. The survey limits will extend 200 feet before the start of the project and 200 feet beyond the end of the project to accurately show the vertical and horizontal alignment of the roadway and the topographic features 100 feet either side of the centerline. No topographic survey is assumed along intersecting streets. Channel meanders will be identified and surveyed along their flow lines for 500 feet from roadway centerline.

b. Base Map Preparation

Consultant will create the base map using the topographic survey data.

c. Horizontal Control

The Consultant shall provide a list of horizontal control points with coordinates, descriptions, station and offset. Horizontal control will be referenced to the State Plane Coordinate System using known land survey monuments.

d. Vertical Control

Vertical control will be completed by differential level circuit referenced to NAVD 88. Ties to control used for City of Lincoln projects in the area can be done for "design-fit" confirmation.

e. Locate Section Corners

The Consultant will survey section corners in order to assemble the geometry to create the right-of-way drawings.

f. Bench Level Run

Bench levels will be run by direct leveling methods, (no "side shots" will be permitted). Levels will close within an allowable error of five-hundredths (0.05) of a foot times the square root of the length of the level loop in miles. The Consultant will run a closed level circuit, establishing intermediate benchmarks along the project and on intersecting streets beyond the limits of the project. This level circuit will be tied benchmarks provided by the LPA in NAVD 88.

g. Utility Locates

Utilities will be drawn from surveying above ground features, including markings by utility companies resulting from the locate request. Information supplied by utility companies will be used to complete the placement of existing utilities on the plans. Locations from utility plans will be transferred into the topographic survey. Where available, above-ground features will be used to improve accuracy. The Consultant will add a disclaimer to the drawings with respect to the undetermined location of underground utilities.

TASK 4 RIGHT OF WAY SURVEY

Right of Way Survey

The Consultant shall provide the complete Right-of-Way survey which must include the locating and/or establishing of land corners, lot corners, and to establish coincidence of these corners with the project centerline alignment or coordinate control.

The Consultant shall make sure the survey notes and accuracy are done according to professional land surveying practices, and must include sufficient data to compute and

draft accurate metes and bounds descriptions of Right-of-Way and easement takings for deeds and eminent domain proceedings.

In urban areas, the Consultant shall locate and/or establish block corners or street monuments sufficient to determine existing Right-of-Way limits of the street, and to determine existing Right-of-Way limits and direction of intersecting streets. The Consultant shall include the descriptions of each corner, or monument, tie each corner or monument to project centerline or the coordinate control in the survey notes, and establish witnesses as necessary under good land survey practices.

The Consultant shall qualify discrepancies or deviations from existing plat data.

The Consultant shall tie the necessary land monuments (section and quarter section line monuments) to the project's coordinate control or to the survey baseline by station, plus and distance right or left to the nearest one-hundredth (0.01) foot.

The Consultant shall furnish a copy of the survey plat in accordance to professional land surveying laws and practices.

TASK 5 UTILITY COORDINATION

a. Utility Location/Verification

The Consultant will review the utility locations shown on the plans, and verify these locations during field inspections. After survey is complete, plans will be printed and distributed to the Utility Companies for verification of ownership, type, size, location, and cased or uncased.

The Consultant will request that the Utility Companies return to the Consultant marked up plans with utility verification. The Consultant will incorporate the information into the topography. All utilities identified in the topographic survey and verified by the individual utility will be incorporated into the plans.

Identification and verification by the Utility Companies of major utility conflicts such as fiber optic lines, gas pipelines, crude oil pipelines, high-pressure waterlines, transmission lines, etc., will be accomplished at the earliest possible time. The Consultant and the RC will discuss major conflicts and attempt to avoid them. If avoidance is not possible, the Consultant will then request the Utility Company to verify the conflict and provide a preliminary estimate of reimbursable costs associated with the utility relocation.

b. Utility Plan Submittals

With each plan submittal to the LPA the Consultant will distribute plans to public and private utilities within the project limits for review and comment.

TASK 6 PUBLIC INVOLVEMENT

a. Public Involvement Plan

The Consultant will develop a public involvement plan for review and approval by the RC. The plan should include dates of anticipated meetings, anticipated forms of communication with the public (i.e. website, newsletter, door hangers, etc.), and a database of adjacent property owners and other project stakeholders. All information to be sent to the public or posted to the web shall be reviewed by the RC prior to distribution. The information will be submitted for review a minimum of one week prior to publication. The City of Lincoln will develop and maintain a database of project stakeholders.

b. Key Stakeholder Outreach (2 Meetings)

The Consultant and LPA staff will identify key project stakeholders for participation in focus group meetings prior to the public meetings. The Consultant shall be responsible for distributing meeting invitations, coordinating meeting locations, facilitating, and preparing meeting minutes.

c. City Council/County Board

At the request of the RC, the Consultant will provide supporting material or presentation material to the City for City Council / County Board updates.

d. Open Houses (2 Meetings)

The Consultant will schedule, arrange, and facilitate 2 public open meetings. The Consultant will draft a newspaper notice of the open house to be reviewed by the RC. The notice of the open houses will be published 10 days prior to the event in a local newspaper as well as the project website.

During the public meeting, LPA staff and the Consultant will be available to answer questions and receive comments. The Consultant will provide and maintain a sign-in list and comment forms for the open houses and prepare a written summation of the oral and written comments received. The Consultant shall provide any necessary follow-up.

e. Website / Newsletters / Informational Materials

The Consultant will develop and maintain a web site for this project. The web site can reside on the Consultant's web page, but must be linked to the City of Lincoln's web page and must adhere to the City's standards in regards to content and appearance. The Consultant shall review and update the web site at a minimum on a monthly basis and will post/update open house information within 48 hours of open houses being scheduled. The web site shall be functional within three weeks of notice to proceed. The Consultant will develop and reproduce 3 newsletters throughout the course of the project. Newsletters shall be mailed to all project stakeholders and posted to the web site. The Consultant shall also develop other informational material such as door hangers, postcards, or individual letters to property owners as requested by the RC. All informational materials shall be reviewed and approved by the RC prior to printing and distribution.

f. Final Public Involvement Report/Documentation

The Consultant will write a final report documenting the public involvement process. The report shall include tools and techniques utilized, numbers of citizens participating, meeting minutes, a list of meeting attendees, and general description of public reaction.

TASK 7 DRAINAGE ANALYSIS

a. Hydraulic/Hydrologic Analysis

The Consultant shall design open and closed drainage systems in accordance with the most current edition of the Nebraska Department of Roads, "Drainage Design and Erosion Control Manual". NDOR and FHWA are still refining their policy for storm sewer participation and updated guidance will be included in the NDOR LPA Manual. However, Chapter 6 of the LPA manual is the current policy and provides guidance for drainage design. Only those portions of the system directly impacted by the transportation project may receive Federal-aid Highway Transportation funds. The pay items for components related to the storm water drainage system need to be separated out, so that the amount of Federal-aid participation can be determined.

b. Preliminary Drainage Studies

The Consultant shall review available drainage studies, identify overland flow paths and sumps. At the request of the RC, hydraulic design calculations and GEOPAK drainage models will be submitted for review.

Understandings and Assumptions for the drainage analysis task

• *Floodplain Study*

Based on current information, the project limits do not lie within a flood plain boundary. No effort is assumed for affecting an existing floodplain boundary.

TASK 8 TRAFFIC STUDY

a. Traffic Data Collection - 24 hour machine counts

The Consultant will conduct the 24 Hour Machine Counts at the following location to obtain 85th percentile speeds, vehicle classification and the average daily traffic. The machine counts will be completed at the following locations:

- Coddington Ave. north Van Dorn St
- Coddington Ave. south Van Dorn St
- Van Dorn St east of Coddington Ave
- Van Dorn St west of Coddington Ave

b. Traffic Data Collection - peak hour turning movement counts

The Consultant will conduct the following traffic turning movement counts during the A.M. Peak and P.M. Peak Commuter Periods

- Coddington Ave. and Van Dorn St

c. Projected Year Traffic Volume Forecast (20 Year Projection)

Consultant will review the projected Year 2040 traffic forecasts. The forecast volumes will be checked for reasonableness and developed into projected turning movement counts.

d. Traffic Analysis

1. The Consultant will complete capacity calculations for the for the following traffic volume scenarios:

- Existing Condition Analysis
- Projected Year 2040 Conditions (No Build)
- Projected Year 2040 Conditions with improvements

The capacity analyses include completing unsignalized intersection capacity analysis, traffic signal warrant analyses, traffic signal capacity analyses and roundabout capacity analysis using Sidra software.

The Consultant will analyze and develop appropriate improvements to all legs of intersections along the project. The analysis will include turn lane locations and lengths, U-turn movements for passenger vehicles, sidewalk ramp locations and turning movement radii based on the design vehicle.

2. Consultant will review the available crashes that have been reported at the study intersection. The crash data review will be summarized into the traffic analysis report.

3. Upon completion of the traffic analysis, the Consultant will prepare a traffic analysis report, to be reviewed by the RC, that contains graphics as needed to reflect the recommendations, geometrics, and design alternatives studied.

e. Conceptual Alternatives

One informal meeting with the identified agency stakeholders will be conducted in order to present the design alternatives for project. It is anticipated that three alternatives will be evaluated as part of the scope. They are as follows:

- Roundabout intersection (Build) alternative
- Signalized intersection (Build) alternative
- No-Build alternative

f. Conceptual Engineering

The conceptual design for the Build alternatives will be conducted to a level that provides the following:

- Calculation of ROW requirements, identification of property owners, delineation of structures to be taken, identification of the number and type of relocations, acreage to be taken, easements, residuals, assessment of access issues
- Calculation of drainage areas and pipe sizes for major drainage ways based on the proposed alignment and profile
- Concept level line and grade
- Concept level cost estimates that include construction, ROW and utilities
- Traffic certification and determination of how traffic will be maintained during construction
- Results of the conceptual engineering as well as the location of environmental resources plotted on a base map
- Concept level construction limits
- Geotechnical data
- Information necessary to complete the environmental document

The Concept design task will be coordinated with the NEPA process. Concept layouts on aerial photography for the build alternatives will be prepared for review by the City and other agencies. Concept design will be completed to approximately 10% of the overall design effort and include concept level limits of construction based on available contour data. The Consultant will prepare design memorandum with project criteria and design standard information for submittal and agreement by the City's Project Manager. An opinion of probable construction costs will also be prepared.

After the completion of the intersection analysis, the RC will review the need for signalization, future ITS systems, 4" Conduit & 12-fiber single-mode, and permanent changeable message signs & traffic monitoring cameras. If directed by the RC, these services may be included in an amendment and are not part of this scope of service.

g. Permanent Pavement Marking & Signing

The Consultant shall prepare pavement marking & signing plan sheets showing pavement marking and signage layouts.

h. Temporary Pavement Marking & Signing

The Consultant shall prepare traffic control plan sheets showing temporary signage and pavement markings.

TASK 9 GEOTECHNICAL EVALUATION

a. Data Research

Based upon current site topography, the site grading is expected to be moderate, with cuts and fills expected to be 15 feet or less.

It is anticipated 2 soil test borings will be taken along the project. 1 boring location will be near the intersection with 1 additional boring to be determined after a site review. The fee associated with these borings assumes the project site is easily accessible for truck-mounted drilling equipment and rights of access can be obtained from adjacent owners. These test borings will be in accordance with schedules located in the most recent NDOR Geotechnical Policy and Procedures Manual.

b. Design Recommendations

The Consultant shall prepare geotechnical recommendations for the primary purpose of developing geotechnical design criteria for use in designing drainage structures and pavements for the project.

c. Geotechnical Report

The Consultant shall prepare and submit 3 copies of a geotechnical report to the RC for review.

d. Pavement Determination

The Consultant shall provide complete documentation of the structural pavement design analysis used for the project. The pavement analysis must be a nationally recognized method, such as AASHTO, AIM, PCA, etc. The Pavement Determination Data Sheet (supplied by NDOR) shall be completed by the Consultant and included as part of the documentation.

e. Summary of Soil and Materials Information Sheets (2-K)

The Consultant shall prepare 2-K sheets.

TASK 10 ENVIRONMENTAL DOCUMENTATION AND REVIEW

Categorical Exclusion Document and Resource Reviews. The Consultant will complete the Categorical Exclusion (CE) Documentation Form. Consultant will obtain agency concurrences and produce supplemental information to attach to the Form. Figures and resource maps will also be required to be attached to the Form and produced or obtained by Consultant. The Form and attachments shall be sent to the Client and NDOR for review and approval. Consultant will submit a revised Form, address NDOR and FHWA comments, and prepare the final version of the Form.

a. Resource Review.

Using the Form and NDOR guidance, Consultant will review relevant resources. Some resources will likely require more evaluation than others. At a minimum, the following resources are considered to require evaluation: right-of-way acquisition, relocations and easements (temporary and permanent), Section 106 cultural and historic resources, Section 4(f) resources (e.g. parkland and wildlife refuges), Section 6(f) resources, air quality, noise, wetlands, floodplains, streams, rivers, threatened and endangered species, environmental justice, farmland and hazardous waste. Some projects require evaluation of public interest, permits and special provisions, and alternatives analysis, as well as impacts to utilities and railroads, socio-economic considerations, Platte River depletions, migratory birds, well head protection areas, construction impacts, aesthetics or other values.

b. SHPO Letter.

A letter will be prepared for NDOR submittal to the State Historic Preservation Office (SHPO) for Section 106 cultural resource compliance.

c. Section 4(f) / 6(f) Evaluation.

Consultant will determine if adjacent 4(f) properties such as public parks, recreation areas, and wildlife/waterfowl refuges, or historic sites of local, state or national significance are impacted by the project alignment. If the situation can be handled as an exemption or de minimis determination, Consultant will prepare the NDOR Determination of Section 4(f) De Minimis Use Form and concurrence letter.

Consultant will also determine if any adjacent property was developed under Section 6(f) of the Land and Water Conservation Fund Act. If the project requires preparation of a Section 4(f) Statement or additional Section 6(f) document, these services would require a contract amendment.

d. Wetland Delineation. For this project, the following definitions will apply:

Full Delineation shall mean delineating wetlands and waters of the US (regardless of isolation or jurisdictional status) according to the 1987 Corps Wetland Delineation Manual and NDOR Memorandum on Qualifications and Documentation Requirements for LPA Project Wetlands Reviews.

The delineation shall include (a) ground level photographs, (b) documentation of wetlands on Corps Wetland Determination Data Sheets (using the Midwest or Great Plains Regional Supplements) at all sample points, and (c) identification and characterization of other waters of the US (streams, lakes, ponds, pits or other impoundments), including delineation of the ordinary high water mark (OHWM) if present and determination of USGS Hydrologic Code and water regime. Field data collection shall be accomplished during the growing season, generally between 1 May and 1 November. The delineation data will be organized in to a clearly written Wetland Delineation Report.

Delineation of wetlands shall be performed using transect methods with at least one sample point in the wetland and one in upland at each upland/wetland interface. Wetlands shall be identified according to the Cowardin classification and Nebraska Wetland Subclass. Water regime (perennial, intermittent, ephemeral, etc.) will be based on best professional judgment and published resources (7.5 minute Topographic Map, County Soil Survey, National Hydrography Data Set, etc). Consultant shall take digital ground photos and use GPS to locate wetland boundaries and observation point locations. Consultant shall use a sub-meter accuracy GPS, to map all wetland and/or stream channel boundaries, photo points and data points.

For bridges and culverts, the OHWM will be delineated at the location of the bridge hydraulic cross-section(s), if these locations are provided. Where hydraulic cross-sections have been provided, wood lath (or equivalent) shall be placed at the OHWM to identify both the vertical and horizontal OHWM location. In situations where a temporary access crossing for construction may be required, the OHWM will also be delineated upstream and downstream of bridge structures on both banks of the stream using the same method. Beyond the locations of the bridge hydraulic cross-section or temporary crossing locations, the Consultant shall walk the stream channel banks with the GPS unit to obtain a multiple point horizontal OHWM boundary within the identified study area.

Preliminary Determination shall mean identifying potential wetlands and other waters of the US with field observations documented using the Routine Wetland Determination Data Forms (from the 1987 Corps Wetland Delineation Manual); however, no soil sampling will be necessary. Wetland information shall include Cowardin classification (including water regime) and Nebraska Wetland Subclass. Stream channel information shall include general stream channel type (ephemeral, intermittent, perennial) and estimates of width. Locations and estimated boundaries of wetlands and waters shall be recorded on an aerial photograph. Additional figures and ground level photographs should be provided as necessary to characterize the wetlands. A Wetland Delineation Report is not required.

- Review Existing Resources / Databases.

Consultant will review existing resources and prepare the Wetland Determination Checklist prior to the site visit. For cultivated fields, the consultant shall review the past 10 years of aerial photographs (if available) and the official 5-year NRCS slide set used for their wetland determinations.

- Field Survey.

Consultant will visit the project sites as assigned to determine if waters of the United States (waters of the US), including wetlands, are present within the proposed project limits of construction (LOC). Identified stream channels and/or wetlands shall be delineated with GPS and plotted on aerial photographs for assessment of fill or disturbance impacts resulting from construction of proposed project(s).

The level of wetland documentation will vary according to location. Along the project alignment, a Full Delineation shall be provided for the area 50 feet

beyond the project LOCs or within the project right-of-way (ROW), whichever is farthest from the centerline. A Preliminary Determination shall be provided for the area 150 feet outside of the LOCs or ROW, whichever is farthest from the centerline. At a minimum, a Preliminary Determination shall be performed for any area that likely would be used for construction access, staging, stockpiling, or waste disposal (e.g. interchange/intersection areas, culvert and bridge construction sites, etc.). A full delineation shall be performed for known construction access, staging, stockpiling, or waste disposal areas. At culverts and bridges along the project alignment, a Full Delineation (including delineation of the OHWM if present, and adjacent wetlands) shall be provided for the area 150 ft outside of the LOCs or ROW, whichever is farthest from the centerline.

- Documentation of Findings.

Documentation as described above will be submitted to the Client and NDOR as a record of findings. Consultant will plot the data on aerial photographs with the roadway alignment and stationing. Data will include wetland boundaries, wetland types, waters of the US (OHWM) and location of data collection points and photographs. Map scale must be drawn to a scale no smaller than 1-inch = 200-feet.

- Mitigation Site Suitability Memorandum.

If it is determined that on site or off site mitigation must be developed, Consultant will identify a minimum of two potential mitigation sites along the project corridor. Recommendations will be submitted in a Mitigation Site Suitability Memorandum to the Client and NDOR, and locations of the mitigation sites will be plotted on the aerial photographs. If two sites cannot be identified, this will be explained in the memorandum.

- 404 Permit Application.

If needed, the Consultant will prepare materials for submittal of an application for a 404 permit from the Corps, and for 401 Water Quality Certification or Title 117 compliance from the Nebraska Department of Environmental Quality (NDEQ). If an Individual Permit is required, Consultant will prepare an Alternatives Analysis and Sequencing Demonstration for inclusion in the permit application. All materials will be submitted to the Client and NDOR for review and approval prior to submittal to the Corps.

Consultant will prepare a 1st Draft of the 404 Permit Application Package consisting of 404 Permit Application and Wetland Delineation Report, including complete description of the project, documentation of impacts to all wetlands and waters of the US, and wetland and stream channel mitigation. A hard copy and electronic files of the documents will be submitted to NDOR for review. Consultant will revise materials per NDOR comments, and resubmit subsequent drafts to NDOR for review and approval. If mitigation is required, a proposal for additional services may be required to develop a mitigation plan.

- Agency Coordination.

Consultant will also handle coordination activities with the Corps and other regulatory and resource agencies, as needed, such as a pre-application meeting, submittal of the 404 permit application package to the Corps and NDEQ, and if needed, an on-site post-application meeting. The 404 authorization must be secured before PSE Turn-in, but not so early that the permit would expire before roadway fill impacts are accomplished. The target date for submittal of a 404 permit application is 12 months prior to letting. Time of the application submittal must be closely coordinated with NDOR.

If needed, Consultant will coordinate with NDEQ and obtain a letter of 401 Water Quality Certification. If wetlands are non-jurisdictional, Consultant will obtain a letter of opinion from NDEQ stating compliance with the non-degradation clause of Title 117 Nebraska Surface Water Quality Standards.

Consultant will coordinate with the agencies, whether in writing or personal contact, and be available to provide additional information, answer questions, respond to public comments, and attend meetings, if necessary. All correspondence with the Corps and other agencies, if necessary, shall be

submitted to the State in draft form for approval at least 10 days before final submittal.

- Floodplains, Streams and Rivers.

Consultant will determine if the project will cross a designated floodplain, and whether the project activities will result in more than a one foot rise or the locally regulated maximum in the 100-year water surface elevation.

Consultant will identify any stream crossings and their hydrologic regime (perennial, intermittent, ephemeral).

Consultant will determine if the project is located 1.5 miles upstream or downstream, or within 0.25 miles of a river segment listed on the Wild and Scenic River or National Recreation River list, or Nationwide Rivers Inventory.

- e. Threatened and Endangered Species Review.

Consultant will prepare the Biological Evaluation (BE) letter for submittal to NDOR. The BE letter will include the project description, habitat impacts, activity checklist, and preliminary wetland determination memo.

- f. Environmental Justice.

Consultant will determine if the project has disproportionate impacts on low-income, minority or other protected populations.

- g. Farmland.

If there is any farmland located in the project area, Consultant will prepare an NRCS Farmland Conversion Form AD-1006 and perform coordination with NRCS.

- h. Hazardous Materials Review and Memo.

Consultant will complete a Hazardous Materials review for the project's environmental study area to identify the presence or likely presence of known or potential hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures, on the property or into the ground, groundwater, or surface water of the property.

The review will include a site visit and regulatory database search in accordance with the requirements listed in American Society for Testing Materials (ASTM) Standard Practice for Environmental Site Assessments E 1527-05, and NDOR Hazardous Materials guidance. The purpose of this review will be to identify regulated facilities within the project's environmental study area or within one quarter mile on either side of the project. Any facilities identified during the review will be assessed and their potential impact on the project discussed in a technical memo. The memo will be included as an appendix to the NEPA document, with the findings summarized in the main body of the NEPA document.

- i. Documentation and Revisions.

Consultant will complete the Categorical Exclusion Form, including Project Description, Purpose and Need Statement, project maps, and other supplemental information such as resource agency correspondence. Consultant will submit the Form and attachments to the Client and NDOR for review and approval. Consultant will address Client, NDOR and FHWA comments and prepare revisions to the Form. Consultant will prepare the Green Sheet for the project.

Understandings and Assumptions for the environmental documentation tasks

- Air Quality Impact Analysis.

Due to anticipated traffic volumes to be substantial below 100,000 vehicles per day, no effort is assumed to perform an Air Quality Impact Analysis. If requested, this service can be added by amendment.

- Noise Study.

Per NDOR Noise Analysis and Abatement Policy (www.dor.state.ne.us/projdev/docs/noise-pol.pdf), a noise study is not anticipated and no effort is assumed. If requested, this service can be added by amendment.

TASK 11 PRELIMINARY/FUNCTIONAL DESIGN

Project No.: HSIP-5205(1)

Control No.: 13147

Location: Coddington & Van Dorn Safety Project

Exhibit B

Sheet 11 of 20

a. Video / Photo Log

The Consultant shall prepare a video and still photo log to be used to document preconstruction conditions.

b. Design Criteria

The Principal Controlling Design Criteria DR form 190; attachment "A" will document the design criteria for the project.

c. Preliminary Title Sheet:

- Project name, location and control number.
- Design standard
- Design traffic data
- Design speed
- Legend
- Index of sheets
- Project length
- Location map
- North arrow
- Miscellaneous notes, i.e. referencing the 2007 NDOR Standard Specifications for Highway Construction.

d. Typical Section Sheets

Typical cross-sections will be developed which accurately represents the lane width, depth of surfacing, curbs, shoulder widths, side slopes, lateral obstacle clearances and sidewalks. A legend will be placed on the plans detailing the information shown in the typical cross-sections. Typical cross-sections will be developed for the total length of the project as noted on the Title Sheet and for any improvements involving surfacing and a vertical and horizontal alignment (trails, frontage roads, etc.).

e. Aerial Photo Sheets \ Wetland Sheets (2A\2W)

Sheets will show the pavement outline, north arrow and scale and identify wetlands and channels.

f. Horizontal/Vertical Control Sheets (2H)

Sheets will show the horizontal and vertical control points and ties.

g. General Notes Sheet (2N)

General notes show or note design details unique to the project.

h. Construction Phasing Plans (2P)

The Consultant shall develop traffic phasing concepts to allow for reasonable access during construction for highway and local traffic that may include detours and staging of construction. The construction phasing plan is to be reviewed by the NDOR District Construction Engineer for constructability.

i. Geometric Sheets (2L)

Geometric sheets will show stations and offsets or coordinate points of the geometric points needed to construct the roadway.

j. Joints and Grades (2L)

Sheets will show joints and top of slab elevations. The grades will be shown at even 25' intervals or where needed for plan clarity.

k. Construction \ Drainage Sheets (2L)

Build notes will use NDOR standard bid items and units of measure. Non-standard bid items will need to be reviewed and approved by NDOR. These sheets shall also include build notes for minor adjustments to any City owed water or sanitary sewer lines. Additionally, includes effort for the hydrologic and hydraulic computations used to design the drainage system.

l. Removal Sheets (2L)

Removal notes will use NDOR standard bid items and units of measure. Non-standard bid items will need to be reviewed and approved by NDOR.

m. Sediment and Erosion Control Sheets SWPPP (2L)

Sediment and erosion control plan sheets will be developed using best management practices.

- n. Proposed Contours (2L)
Sheet to show the proposed contours / grading at the intersection only.
- o. Plan and profile sheets
Plans will show the following information:
- Vertical and horizontal curve information
 - Roadway stationing
 - Geometric information if space allows
 - Bench marks
 - Roadway grades
 - Existing topography (manmade and natural)
 - Existing known above and below ground utilities
 - North Arrow / Scale
 - Elevations of the existing roadway along centerline and finished grade elevations.
 - Limits of Construction
 - Improvements to intersections and drives
 - Sidewalk construction (ADA Compliant)
 - Existing right of way
- p. Lighting Plan Sheets
Lighting plans will show the type of the proposed street lighting and the station and offset of the improvements (pole locations and pull boxes). Lighting design and special plans for wiring, poles, and bases will be provided by LES. The consultant will draft the wiring design into the sheets.
- q. Earthwork Data Sheets
The earthwork data sheets will show cut and fill quantities by station. Phased earthwork is included as part of this task.
- r. Culvert & Storm Sewer Cross-Section Sheets
Cross-sections need to show the size, type and location of the proposed structure. The height of fill and the drainage calculations (hydrologic and hydraulic) used to size the structure. Storm sewer profiles has show the type and size of the inlet, the size of the storm sewer pipe, pipe grades and flow line elevations, and top of lid elevations.
- s. Structural Plan Sheets - Box Culvert Design
For standard reinforced concrete box culvert design, the Consultant shall prepare a report of conceptual design information, which details all pertinent design features. This information shall be included in the project design memorandum.
- The Consultant shall investigate the existing box culvert to determine if the structure needs to be replaced or if the structure can be extended. The Consultant shall design a standard NDOR box culvert section in order to utilize NDOR design information for culvert extensions and replacement structures. If a non-standard NDOR design is determined to be necessary during the design process, then an amendment shall be prepared for the non-standard box culvert design.
- t. Roadway Cross-sections
These plans will are to show the existing and proposed roadway cross-section, stationing, grade elevations, the location of the right of way and easements.
- u. Summary of Quantities
The Consultant shall prepare quantity estimates, (DR-342, 343E) for all construction and removal items on the plans and submit them to the LPA as follows:
- | | | |
|---------------|-----------------|-----------------------------|
| Cost Update 1 | (DR 342 & 343E) | Status 30 Preliminary Plans |
| Cost Update 2 | (DR 342 & 343E) | Status 40 Functional Plans |
| Cost Update 3 | (DR 342 & 343E) | Status 45 Post LOC Plans |
- v. Plan-in-Hand Plans (30%)
All plan sheets will have the following information in a standard NDOR title block. The title block will show the QC/QC review was performed and the name of the individual who performed the review for the PE firm. The work items to be competed and the level of detail at this stage of the design may be found on Checklist 06-10,

Plan in Hand (30%) Review Checklist at the following website
(<http://www.dor.state.ne.us/gov-aff/lpa/lpa-checklists/index.html>).

After the Plan-in-Hand, the Consultant shall:

- Prepare the Plan-in-Hand report.
- Consolidate comments on one set of 1/2 size Plan-in-Hand plans.
- Proceed with functional design which reflects Plan-in-Hand decisions

w. Functional Plans (60%)

Functional plans incorporate review comments needed revisions identified during the plan in hand and serves as a mid point check of the design (60% complete). The work items to be completed and the level of detail at this stage of the design may be found on Checklist 06-45, Functional Design Review Checklist at the following website (<http://www.dor.state.ne.us/gov-aff/lpa/lpa-checklists/index.html>).

After the review of the functional plans the LPD Project Coordinator and approval of the environmental documentation by NDOR and FHWA the Project Coordinator will issue a notice to proceed with final design to the LPA.

Understandings and Assumptions for the preliminary / functional design tasks:

- The Consultant will prepare project base files and plan sheets in accordance with the NDOR CADD standards.
- The Consultant shall prepare preliminary plans (30% & 60%) and submit 2 sets to the LPA three weeks prior to schedule date along with preliminary quantities with the appropriate forms filled out. This information shall also be provided electronically in a PDF format. This must include 2A's, typical sections, plan and profile with drainage and driveway build notes, and earth work summary, or 2L's (whichever is applicable), roadway cross-sections, drainage cross-sections with recommendations, wetland impacts, R.O.W. information (ownerships), and preliminary L.O.C.'s.
- Three weeks prior to Plan-in-Hand, the Consultant shall complete and submit to the LPA an avoidance and minimization analysis and preliminary estimate of wetland impact, if applicable.
- Scope changes, or adjustments to design criteria due to engineering or economic consideration, must be coordinated with the LPA, documented and approved in writing by the State.
- The Consultant shall reference all geometrics to the project centerline
- The Consultant shall attend the Plan-in-Hand field inspection with the LPA.
- The Consultant shall label the plans "Preliminary, Subject to Change" (see cell library, cell name PNF) until the Registered Engineer's seal and signature are added to the plans

TASK 12 FINAL DESIGN

Final design activities shall begin only after the environmental document has been approved and the RC has provided written direction to start these activities.

a. Final Plans (90%)

The final design begins after the plan in hand inspection and reports and ends with the submittal of the final design plans. Final plans are considered 90% complete; the remaining 10% would be any revisions resulting from right of way negotiations. The work items to be completed and the level of detail at this stage of the design may be found on Checklist 06-70, Final Plan Review Checklist at the following website (<http://www.dor.state.ne.us/gov-aff/lpa/lpa-checklists/index.html>).

After the review and approval of the final plans, the LPD Project Coordinator will issue a notice to proceed with the right of way design to the LPA.

b. Draft PS&E Submittal

The Consultant shall submit a draft PS&E package, along with all project checklists, to the RC for final review. The package will include the plan set, special provisions, and total project quantities. The Consultant shall prepare an updated total estimate of quantities and project cost estimate. This shall include, but not be limited to Preliminary Engineering

c. Final PS&E Submittal

Upon incorporating review comments into the plan set and special provisions, the Consultant shall prepare and submit all drawings, special provisions, and an estimate of quantities to the RC for the final PS&E review. After the RC has completed their review of the PS&E plans and specifications, the RC will instruct the Consultant to submit the bid package to the NDOR PC. The bid package includes horse blankets, summary of quantity sheets (DR 342 and DR 343) sealed drawings and special provisions.

d. Special Provisions

The Consultant shall draft any special provisions necessary for the contract documents including a prosecution and progress; status of right-of-way; and status of utilities.

TASK 13 RIGHT-OF-WAY

a. Ownership Plans

The Consultant shall place the right of way survey on the topographic survey, adding the section lines, 1/4 section lines, subdivision lots, block, and names, etc., section-township-range, etc.

The Consultant shall check all previous right of way plans against existing right of way deeds to verify ownership and place on plans. Station and offset all Right of Way break points including section lines and 1/4 section lines (show in small text size). All Existing right of way, controlled access and permanent easements shown on the plans must be supported by deed. If no deed is provided by the LPA, the Consultant shall inform the LPA of any missing deeds. A supplement to this agreement is needed for any out of scope work. The Consultant is not to attempt to locate any missing deeds until the agreement is supplemented and notice to proceed is given by the NDOR Local Project Coordinator, any out of scope work performed by the Consultant prior to the notice to proceed is non-compensable. All existing Permanent Easements with their usage descriptions and project number must also be shown on the plans.

The Consultant shall place the current ownership names and locations with the property lines labeled on the plans. The Consultant shall assume 19 ownerships.

Establish boundaries of existing public ROW and easements. Hatch and/or label existing ROW and easements. Generate coordinate geometry points from previous ROW and easements.

Llabel all existing ROW and easements with station and offsets. Station and offsets will also be placed at points where the existing ROW and easements intersect with property lines, lot-lines, section lines, quarter section lines, etc.

Create plan sheet that identifies the location and boundaries of both the project, and the individual tracts within the project. Plan sheet should show a map of the area encompassing the project with the boundaries of the project clearly identified on it. In order to orientate the user the map should be of sufficient size, scale, and coverage so that landmarks such as streets, highways, towns, named waterways, or other such items can readily identified. Property lines for each tract affected by the project should be shown on the plan sheet so the extent of each tract, as well as their approximate location within the project, can be easily identified. Each tract should be labeled with their corresponding tract number.

Information shown on the ROW plan sheets include a ROW sheet border, project number, project name, control number, scale bar, north arrow, city or town name, ROW survey, ROW survey labels, topography, proposed alignment, existing public ROW, existing public ROW patterning, station and offsets of existing ROW break points.

Revise and/or update right of way plans due to recent property transactions, ownership changes, or project boundary changes. Update plan sheets as needed to reflect most current design files (topography, alignment, survey, etc). Also included changes to Ownership plans due to information obtained during plan-in-hand field inspections, public information meetings, or public hearings.

Perform quality control/quality assurance checks to ensure plans and CADD files are complete, accurate, readable, and follows all plan requirements. Fill out and submit QA/QC checklist.

b. Design

The Consultant shall label all streets and highways on the plans.

The Consultant shall prepare a title sheet (R-1) with centerline, property lines, section lines, 1/4 section lines, lots, blocks, etc., displayed.

The Consultant shall place the limits of construction (L.O.C.'s) and new design (pavement, sidewalks, sewers, drives, culverts, dikes, retaining walls, alignment geometrics, etc.) on the plans.

The Consultant will determine the easements (temporary and permanent) and right-of-way needed for construction and maintenance of the roadway.

The Consultant shall design the new R.O.W. according to these general guidelines:

- Thirteen (13) feet behind the back of curb in urban areas or to lateral obstacle clear zone, whichever is greater, with permanent easements (P.E.) and/or temporary easements (T.E.) considered beyond the thirteen (13) foot distance.
- Design ROW station break to nearest +05 station and offset to nearest five (5) feet based on project centerline to be used.

The Consultant shall prepare legal descriptions (distances and deflections, no bearings or azimuths) for all R.O.W. takings, permanent easements, and temporary easements.

The Consultant shall place all R.O.W. break points on the plans by station and offset distance from the project design centerline to be used. This must include but is not limited to all points of new R.O.W., existing R.O.W., points of intersection with all section lines, 1/4 section lines, and property lines, and new P.E., T.E., C.A. and R.O.W. break points. Computed stations and offsets must be to nearest 0.01 foot.

All Permanent and Temporary Easement areas must be labeled separately and include their respective purposes on the plans, i.e., TE1, PE1. If more than one easement description occurs per tract, a consecutive number will be given, i.e., TE2, PE2. The areas are to be shown compiled on the R-2 sheet.

The Consultant shall prepare a summary of areas sheet; identified as the R-2 sheet.

The plans must include the following:

- One set of plans (as described in project plans format).
- The legal descriptions. The Consultant shall provide the descriptions to the State in ASCII format.
- The Title Research performed by the LPA with Tract Numbers labeled as "Tract Number" or "Not Needed" along the bottom of the form provided by the State.
- Titles must be organized from the beginning of the project to the end of the project in numerical order.

After the review meeting, the Consultant shall:

- Make all the necessary Revisions, Corrections, etc.
- Submit plan and legal description(s) for early acquisition(s), if required, by the scheduled date.
- Provide an updated title sheet (R-1) with tract numbers added.

c. Appraisal Plans

The right of way plans are used to appraise the takings, the plans need to show the proposed construction elements the amount and type of ROW, easements, control of access, and control of access breaks that are needed to construct operate and maintain the facility without being excessive. The plans provide the basis for establishing an opinion of value for each parcel during the appraisal process. Construction elements include items such as limits of construction (LOC's), grading limits, pavement edges, sewers, drives, culverts, dikes, retaining walls, bridges, guardrail, wetland mitigation sites, construction staging areas, temporary roads, erosion control, etc. Any additional ROW and/or easements needed to accommodate these construction elements are also shown on the plans.

This task includes the effort for creating and submitting the ROW staking report for all permanent easements, temporary easements. Hard copy and electronic copy will be delivered.

This task includes making changes to the plans as a result of the appraisal process. Changes include revising and submitting the ROW plan sheets, legal descriptions, row areas, CADD files, 2 sheet, computations, and staking report. These changes are needed to enable ROW appraisals to be completed.

Perform quality control/quality assurance checks to ensure plans, legal description, and CADD files are complete, accurate, readable, and follows all requirements. Fill out and submit QA/QC checklist.

d. Negotiation Plans

Negotiations occur after the right of way appraisals are complete. The ROW plans are used by the negotiators, to explain the offers to acquire ROW to the landowners. Condemnation plats and legal descriptions will also be developed as they are requested from the LPA.

Each time there is a revision to the plans as a result of the negotiations, the date of the revision will be shown in the lower right corner of the revised sheet(s). When submitting the plans, the Consultant shall include an electronic transmittal sheet listing all revisions made to the plans and/or legal descriptions and provide red lined plan sheets.

This task includes the effort to prepare, plot, and submit Negotiation Plans in accordance with NDOR policy for Negotiation Plan submittal when notified by the NDOR that the negotiation process is ready to commence. Negotiation plans are prepared by changing the ROW plan stamp from "Appraisal Plans" to "Negotiation Plans". Submit all electronic ROW files including CADD, GEOPAK, reference, staking report, and legal descriptions on CD.

This task includes the ROW design revisions or changes as a result of the ROW negotiations. Changes include revising the ROW plan sheets, legal descriptions, row areas, CADD files, 2 sheet, and staking reports. These changes are needed to enable ROW negotiations to be completed.

<http://www.nebraskatransportation.org/roway/pdfs/lpa/Attachments/ap-22.pdf>

Perform quality control/quality assurance checks to ensure plans and CADD files are complete, accurate, readable, and follows all plan requirements. Fill out and submit QA/QC checklist

e. PS&E Right-of-Way Plans

The Consultant, upon request, shall submit a set of full sized PS&E right of way plans and a set of half sized PS&E right of way signed or unsigned plans. These plan sets shall consist of all Plan sheets, omitting the title sheet and any summary of areas sheet(s) the following changes made:

- The construction notes will be removed from the plan sheets by shutting off the level(s) in which they are placed. "Do Not Disturb", Cattle Pass, and Control of Access Break notes to remain on the plans.

The Consultant shall also submit a right of way staking listing with the PS&E right of way plans. The listing must provide station offsets to the design centerline and coordinates at all right of way break points, P.E. and T.E. points and control points. The listing should be every 100 feet or even stations.

The Consultant shall submit a right of way design PS&E Checklist, marking each relevant plan check items.

f. Right-of-Way Estimate

Land Value - The land value for all fee takings and easements shall be calculated on a square foot cost basis. Each tract shall be evaluated as to zoning and type of use, such as business, residential, and public use. Not all tracts will be valued at the same square foot price.

The LPA/NDOR will provide or make available the following items:

- Roadway design feature file (construction items, pavement edges, etc.).
- LIDAR DTM file (DAT or TIN).
- All Deed and Title Research
- Previous R.O.W. projects (including railroad maps, railroad leases and city plats, if applicable).

- Additional Title Research and property titles, if titles are updated by appraisers/negotiators.
- Aerial photos in .TIF format (digital ortho).
- Prepare R.O.W. contracts.
- Access control decisions list.
- Information Available on the NDOR Website (www.transportation.nebraska.gov)
- City would be responsible for appraising and negotiating with the property owner(s) and filing the deeds with the County.

Applicable Publications

- Evidencing Nebraska Land Titles (Nebraska Land Title Association)
- Right of Way Design Consultant Manual (<http://www.transportation.nebraska.gov/roway/pdfs/des-consult/row-des-cons-man.pdf>).
- Right of Way Manual (<http://www.transportation.nebraska.gov/roway/doc-pub.htm#rowmanual>).
- NDOR Policy for Accommodating Utilities on State Highway Right-of-Way.
- NDOR Publication "So You Want Access to the Highway."
- Federal Highway Administration 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federally Assisted Programs.

TASK 14 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

a. QA/QC

The Consultant will provide a quality review before the following submittals: Plan-in-Hand, Functional, and Final. As part of this task, a copy of their QA/QC plan shall be provided to the RC at the start of the project. The Consultant will also submit in writing that this plan has been used during the project at each submittal with the name of the person responsible for performing the QA/QC the review.

b. Criteria Evaluation Creation

The Consultant will develop a listing of criteria to be used as a Consultant Evaluation by the City. The City will complete an evaluation at the 60% design phase and at final project close-out.

TASK 15 PERMIT APPLICATIONS/AGREEMENTS

The Consultant shall prepare and submit on behalf of the LPA ALL necessary permits, agreements, certifications, and forms. The Consultant shall copy the RC on all applications being submitted. Permits that may be needed are as follows but are not limited to:

- Corps of Engineers 404 Permit
- Floodplain Permit
- SWPPP - NPDES Permit
- Railroad Permit
- Railroad Agreement
- Railroad Insurance
- NDOR Use of Right of Way Permit
- NDOR Agreement
- Utility Permits
- Nebraska Department of Environmental Quality (NDEQ)
- City/County Health Department Permits

TASK 16 CONSTRUCTION PHASE

Construction Phase services are not included with this scope of service, but can be provided by amendment if requested by the RC.

SHEET COUNT

Sheet Name	Sheet No.	Scale*	No. of Sheets	Plan-in-Hand 30%	Functional Plans 60%	Final 90%	Final PS&E 100%
Preliminary Title Sheet	1	N.T.S	1	X	X	X	X
Title Sheet	Prepared by NDOR						
Typical Cross-Section Sheets	2-T	N.T.S	2	X	X	X	X
Summary of Quantities Sheet	Prepared by NDOR						
Summary of Soil and Materials Information	2-K	N.T.S	3		X	X	X
Aerial Photo \ Wetland Sheets	2-A / 2-W	1" = 50'	1	X	X	X	X
Horizontal/Vertical Control Sheets	2-H	N.T.S	2	X	X	X	X
General Notes Sheet	2-N	N.T.S	3	X	X	X	X
Construction Phasing Plans	2-P	1" = 50'	3	X	X	X	X
Geometric Sheets	2-L	1" = 20'	5		X	X	X
Joints and Grades Sheets	2-L	1" = 20'	5		X	X	X
Construction \ Drainage Sheets	2-L	1" = 20'	5	X	X	X	X
Removal Sheets	2-L	1" = 20'	5		X	X	X
Sediment and Erosion Control Sheets	2-L	1" = 20'	5		X	X	X
Proposed Contour Sheets	2-L	1" = 20'	1			X	X
Roadway Plan and Profile Sheets	3+	1" = 50'	2	X	X	X	X
Traffic Control Sheets	3+	1" = 50'	3			X	X
Pavement Marking & Signing Sheets	3+	1" = 50'	1			X	X
Lighting Plan Sheets	3+	1" = 50'	1			X	X
Earthwork Data Sheets	3+	N.T.S	1			X	X
Culvert & Storm Sewer Sections	3+	1" = 10'	3	X	X	X	X
Box Culvert Special Plan	3+	N.T.S.	2			X	X
Additional Special Plans	Prepared by NDOR						
Right of Way Title Sheet	R-1	N.T.S	1	X	X	X	X
Right of Way Summary Sheet	R-2	N.T.S	1	X	X	X	X
Right-of-Way Plans	R-	1" = 20'	5	X	X	X	X
Roadway Cross-Section Sheets	X-	1" = 10'	5	X	X	X	X
* Note: Scale is for a full size plot							

GENERAL INFORMATION

The Consultant shall prepare and submit the following items to the RC:

1. Technical memos for all pertinent meetings
2. Meeting minutes from all meetings
3. Traffic Analysis report for all intersections as requested
4. Drainage computations, culverts and storm drainage design
5. Miscellaneous correspondence and information related to the project
6. Summary of quantities
7. Permit applications
8. Special Provisions will be developed for items not covered in the 2007 edition of the Nebraska Department of Roads Standard Specifications and Special Provisions for Highway Construction.
9. Intersection Sight Distance Study for all side streets along the main roadway.

FORMAT OF PROJECT PLANS

1. The Consultant shall prepare plan and profile plan sheets on a scale of 1" = 100', and "2L" (enlarged detail) sheets on a scale of 1" = 50' or 1" = 20'.
2. All full-sized plan sheets must be 24" x 36". The border sheet information is on the Department's website (See Sheet 2). The border will measure 20.9" x 31.7". All half-size plan sheets must be on 11" x 17" paper.
3. Any material which does not produce an acceptable reproduction will be returned to the Consultant for rectification.
4. The Consultant shall follow the State's CADD drafting procedures and guidelines in preparing the project plans.
 - a. Sheets must be set up according to the State's procedures.

Project No.: HSIP-5205(1)

Control No.: 13147

Location: Coddington & Van Dorn Safety Project

Exhibit B

Sheet 19 of 20

- b. File names must follow the State's CADD naming convention.
 - c. Line weights, line styles, text size and leveling must follow the State's guidelines.
- The CADD files must also conform to the following standards and conventions:
- d. Working units must be:
 - 1. Master Units = Ft
 - 2. Sub Units = 1000 TH
 - 3. Position Units = 1
 - e. Coordinates must be in the Nebraska Department of Roads State Plane Coordinate System. *Alternatively*, Global origin of the graphics design plane will be located at x= 0.0000, y= 0.0000.

CROSS-SECTIONS

1. The Consultant shall:
 - a. Plot all cross-sections. This includes labeling stations on the right side of the sheet, labeling existing and design centerline elevations at centerline and labeling offset distances every 5 or 10 feet at the bottom of each sheet.
 - b. Plot cross-sections on standard size sheets (same size as project plan sheets) according to the State's standards.
 - c. Stamp or plot in the upper right corner of each sheet the project number (no prefix), sheet number, the control number, horizontal and vertical scale. Plot the roadway cross-sections at the scale of 1" = 10' H&V, or 1" = 20' H&V.
 - d. Plot cross-sections with stations progressing upward from the bottom to the top of the sheet.
 - e. Plot the cross-sections so that there is room for the design cross-section. Do not overlap cross-sections.
 - f. Cut cross-sections at 25 foot intervals (maximum).
 - g. Plot a cross-section at each location where there may be a drainage structure needed and at driveways, intersections, guardrail grading break points, existing culverts, or other unusual features.
 - h. Plot drainage structure cross-sections and keep them separate from roadway cross-sections.
 - i. Plot drainage structure cross-sections at the following scales:
 - j. Storm Sewer 1" = 10' H&V.
 - k. Roadway Culverts 1" = 10' H&V.
 - l. Plot computer roadway cross-sections in the following manner:
 - i. Plot original ground with a dashed line.
 - ii. Plot design template with a solid line.
 - m. Indicate railroad right-of-way and highway right-of-way on cross-sections.
 - n. Plot the right-of-way and easements on each cross section.
 - o. Label the cut and fill quantities for each section.

ANTICIPATED SCHEDULE

1. Notice to Proceed	10-15-11
2. Wetland Delineation	10-31-11
3. Traffic Analysis / Conceptual Alternatives	12-15-11
4. Plan-in-Hand	02-15-12
5. Public Information Meeting	03-15-12
6. Completion for NEPA Materials	05-15-12
7. Right-of-Way Appraisal Plans	08-01-12
8. PS&E	02-01-13

Note: Consultant evaluation using DR 54 Form will be completed to correspond major milestone deliverables noted in previous sections of this Scope of Services.

Preliminary and Final Design Project Cost

Project Name:	South Coddington Ave. & West Van Dorn St. Safety Project
Project Number:	HSIP-5205(1)
Control Number:	13147
Location (City, County):	Lincoln, Lancaster
Firm Name:	Alfred Benesch & Company
Consultant Project Manager:	Steve McCullough
Phone/Email:	W: (402) 657-0734 C: (402) 657-0734 / smccullough@benesch.com
LPA Responsible Charge:	Craig Aldridge
Phone/Email:	(402) 416-5349 caldridge@lincoln.ne.gov
NDOR Project Coordinator:	Josh Redwine
Phone/Email:	(402) 479-4432 / josh.redwine@nebraska.gov
Date:	October 6, 2011

Direct Labor Costs:	Hours	Rate	Amount
Personnel Classification			
Principal	16	\$70.00	\$1,120.00
Project Manager / Senior Engineer	339	\$56.82	\$19,261.98
Traffic Engineer	176	\$35.65	\$6,274.40
Project Engineer	410	\$27.04	\$11,086.40
Project Designer	518	\$26.82	\$13,892.76
Environmental Scientist	329	\$28.25	\$9,294.25
Public Involvement Coordinator	71	\$29.90	\$2,122.90
Survey Crew Chief	176	\$24.12	\$4,245.12
Survey Technician	130	\$16.40	\$2,132.00
Geotechnical Technician	30	\$20.08	\$602.40
Clerical	18	\$15.70	\$282.60
TOTALS	2213		\$70,314.81

Direct Expenses:	Amount
Subconsultants	
Printing and Reproduction Costs	\$378.75
Mileage/Travel	\$1,080.00
Lodging/ Meals	
Other Miscellaneous Costs	\$2,385.00
TOTALS	\$3,843.75

Total Project Costs:	Amount
Direct Labor Costs	\$70,314.81
Overhead @ 151.92%	\$106,822.26
Total Labor Costs	\$177,137.07
Fixed Fee @ 13.45%	\$23,824.94
Direct Expenses	\$3,843.75
PROJECT COST	\$204,805.76

Preliminary and Final Design Labor Rates

Project Name:	South Coddington Ave. & West Van Dorn St. Safety Project
Project Number:	HSIP-5205(1)
Control Number:	13147
Location (City, County):	Lincoln, Lancaster
Firm Name:	Alfred Benesch & Company
Consultant Project Manager:	Steve McCullough
Phone/Email:	W: (402) 657-0734 C: (402) 657-0734 / smccullough@benesch.com
LPA Responsible Charge:	Craig Aldridge
Phone/Email:	(402) 416-5349 caldridge@lincoln.ne.gov
NDOR Project Coordinator:	Josh Redwine
Phone/Email:	(402) 479-4432 / josh.redwine@nebraska.gov
Date:	September 14, 2011

Labor Costs:		Hours	Blended Rate	Amount
Code	Classification Title			
PR	Principal	16	\$70.00	\$1,120.00
SR ENG	Project Manager / Senior Engineer	339	\$56.82	\$19,261.98
TR ENG	Traffic Engineer	176	\$35.65	\$6,274.40
ENG	Project Engineer	410	\$27.04	\$11,086.40
DES	Project Designer	518	\$26.82	\$13,892.76
ENV	Environmental Scientist	329	\$28.25	\$9,294.25
PI	Public Involvement Coordinator	71	\$29.90	\$2,122.90
SCC	Survey Crew Chief	176	\$24.12	\$4,245.12
S TECH	Survey Technician	130	\$16.40	\$2,132.00
GL	Geotechnical Technician	30	\$20.08	\$602.40
CLER	Clerical	18	\$15.70	\$282.60
TOTALS		2213		\$70,314.81

Overhead Rate: 151.92%
Fixed Fee: 13.45%

Blended Rates Worksheet

STAFFING PLAN		SALARY RATE	% ASSIGNED
Principal			
	Mike Gorman	\$70.00	100.0%
			\$70.00
Project Manager / Senior Engineer			
	Steve McCullough	\$58.00	90.0%
	Aaron Buettner	\$46.20	10.0%
			\$56.82
Traffic Engineer			
	Jim Jussel	\$46.60	50.0%
	Austin Yates	\$24.70	50.0%
			\$35.65
Project Engineer			
	Stephanie Rathburn	\$33.10	40.0%
	Chris Hennings	\$23.00	60.0%
			\$27.04
Project Designer			
	Kim Beil	\$39.00	40.0%
	Crystal Baldwin	\$18.70	60.0%
			\$26.82
Environmental Scientist			
	Craig Mielke	\$38.50	50.0%
	Sarah Zink	\$18.00	50.0%
			\$28.25
Public Involvement Coordinator			
	Stephanie Dostal	\$29.90	100.0%
			\$29.90
Survey Crew Chief			
	Ron Nissen	\$37.70	30.0%
	Joe Haas	\$18.30	70.0%
			\$24.12
Survey Technician			
	Tyler Wees	\$16.40	100.0%
			\$16.40
Geotechnical Technician			
	Ray Delka	\$32.00	25.0%
	Scott Kalkwarf	\$18.00	25.0%
	Jason Windhorst	\$15.80	25.0%
	Sean Gipson	\$14.50	25.0%
			\$20.08
Clerical			
	Dianne Bruckner	\$15.70	100.0%
			\$15.70

Preliminary and Final Design Final Hours

Project Name:	South Coddington Ave. & West Van Dorn St. Safety Project
Project Number:	HSIP-5205(1)
Control Number:	13147
Location (City, County):	Lincoln, Lancaster
Firm Name:	Alfred Benesch & Company
Consultant Project Manager:	Steve McCullough
Phone/Email:	W: (402) 657-0734 C: (402) 657-0734 / smccullough@benesch.com
LPA Responsible Charge:	Craig Aldridge
Phone/Email:	(402) 416-5349 caldridge@lincoln.ne.gov
NDOR Project Coordinator:	Josh Redwine
Phone/Email:	(402) 479-4432 / josh.redwine@nebraska.gov
Date:	October 6, 2011

TASKS	PERSONNEL CLASSIFICATIONS**												Total
	PR	SR ENG	TR ENG	ENG	DES	ENV	PI	SCC	S TECH	GL	CLER		
For Preliminary & Final Design													
1. Project Management													
a	Project Management	8	102								16	126	
b	Coordination with Others		2									2	
c	Design Memorandum		4								1	5	
2. General Project Meetings													
a	Kick-Off Meeting		4	4		4						12	
b	Progress Meetings		15	6	6	6						33	
c	Review Meetings		9									9	
d	Plan-in-Hand		4	4		4						12	
3. Topographic Survey													
a	Topographical Survey							80	80			160	
b	Base Map Preparation							40				40	
c	Horizontal Control							8	10			18	
d	Vertical Control							8				8	
e	Locate Section Corners							2	2			4	
f	Bench Level Run							6	6			12	
g	Utility Locates								8			8	
4. Right-of-Way Survey													
a	Right-of-Way Survey							32	24			56	
5. Utility Coordination													
a	Utility Location / Verification				12							12	
b	Utility Plan Submittals					2					1	3	
6. Public Involvement													
a	Public Involvement Plan		4				3					7	
b	Key Stakeholder Outreach		6				12					18	
c	City Council / County Board					10						10	
d	Open Houses	8	8			20		16				52	
e	Website / Information Materials							32				32	
f	Final Public Involvement Documentation						8					8	
7. Drainage Analysis													
a	Hydraulic / Hydrologic Analysis		4		24							28	
b	Preliminary Drainage Studies				12							12	
8. Traffic Study													
a	Traffic Data - 24 hour			20								20	
b	Traffic Data - Peak hour			10								10	
c	Projected Year Traffic			12								12	
d	Traffic Analysis			60								60	
e	Conceptual Alternatives		8	16		24						48	
f	Conceptual Engineering		8	20		40						68	
g	Permanent Marking / Signing			8		8						16	
h	Temporary Marking / Signing		4	16		16						36	
9. Geotechnical Evaluation													
a	Data Research				1	4						5	
b	Design Recommendations				2	4				26		32	
c	Geotechnical Report				2	8				4		14	
d	Pavement Determination				2	4						6	
e	2-K sheets				1	4						5	
10. Environmental Documentation													
a	Resource Review					24						24	
b	SHPO Letter					12						12	
c	Section 4(f) / 6(f) Evaluation					16						16	
d	Wetland Delineation					48						48	
e	Threatened and Endangered Species					8						8	
f	Environmental Justice					8						8	
g	Farmland					7						7	
h	Hazardous Materials					16						16	
i	Documentation and Revisions					136						136	
11. Preliminary / Functional Design													
a	Video / Photo Log				6							6	
b	Design Criteria			4	4							8	
c	Title Sheet			2	4							6	
d	Typical Sections		2	8	10							20	
e	Aerial Photo Sheets				10							10	
f	Horizontal / Vertical Control Sheets			8	10							18	
g	General Notes Sheets			8	14							22	
h	Construction Phasing Plans		8	16	16							40	
i	Geometric Sheets			8	12							20	
j	Joints and Grades		2	8	20							30	
k	Construction / Drainage Sheets		4	18	20							42	
l	Removal Sheets			8	12							20	
m	Sediment and Erosion Control			6	10							16	
n	Proposed Contours			4	8							12	
o	Plan and Profile Sheets		4	10	14							28	
p	Lighting Plan Sheets				8							8	
q	Earthwork Data Sheets				6							6	
r	Culvert & Storm Sewer Cross Sections		6	16	20							42	
s	Structural Plan Sheets		14		8							22	
t	Roadway Cross Sections			8	12							20	
u	Summary of Quantities		6	36								42	
v	Plan-in-Hand Plans		6	14								20	
w	Functional Plans		6	14	12							32	
12. Final Design													
a	Final Plans		12		32	32						76	

Consultant Independent Cost Estimate for CN 13147
Estimate of Hours

EXHIBIT "D "

**INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE PROVIDERS
LPA PROJECTS**

Consultant agrees to:

- (1) Make a detailed review of its existing insurance coverage,
- (2) Compare that coverage to the expected scope of the work under this contract,
- (3) Obtain the insurance coverage that it deems necessary to fully protect Consultant from loss associated with the work. Also, Consultant shall have at a minimum the insurance described below:

General Liability –

Limits of at least:

\$ 1,000,000 Per Occurrence

\$ 2,000,000 General Aggregate

\$ 2,000,000 Completed Operations Aggregate (if applicable)

\$ 1,000,000 Personal/Advertising Injury

- Consultant shall be responsible for the payment of any deductibles.
- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- General Aggregate to apply on a Per Project Basis.
- The LPA shall be named as Additional Insured on a primary and non-contributory basis including completed operations (the completed work/product) for three (3) years after the work/product is complete.
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy.
- Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.
- In the event that this contract provides for consultant to construct, reconstruct or produce a completed product, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of five years after final acceptance and payment.

- Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")
- **Pollution Coverage –**
- In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy or a Professional Liability policy that includes pollution coverage in the amount of \$1.0 million per occurrence or claim and \$1.0 million aggregate. If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of the Consultant.

Automobile Liability –

Limits of at least: \$ 1,000,000 CSL Per Accident

- Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

Workers' Compensation –

Limits: Statutory coverage for the State where the project is located.

Employer's Liability limits: \$100,000 Each Accident
 \$100,000 Disease – Per Person
 \$500,000 Disease – Policy Limit

- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy

Professional Liability –

Limits of at least: \$ 1,000,000 Per Claim and Annual Aggregate

- Coverage shall be provided for three years after work/project completion.

Electronic Data and Valuable Papers –

Limits of at least: \$100,000 Electronic Data Processing Data and Media
 \$25,000 Valuable Papers

Umbrella/Excess –

Limits of at least: \$1,000,000 Per Occurrence and Annual Aggregate

- Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.
- The LPA, shall be an "Additional Insured".
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of subrogation

in favor of the LPA shall be provided.

Additional Requirements –

- Any insurance policy shall be written by a reputable insurance company acceptable to the LPA or with a current Best's Insurance Guide Rating of A – and Class VII or better, and authorized to do business in Nebraska.
- Evidence of such insurance coverage in effect shall be provided to the LPA in the form of an Accord certificate of insurance executed by a licensed representative of the participating insurer(s).
- For so long as insurance coverage is required under this agreement, the Consultant shall have a duty to notify the LPA and the State of Nebraska Department of Roads (State) when the Consultant knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be canceled or terminated. The Consultant must forward any pertinent notice of cancelation or termination to the LPA and to the State by mail (return receipt requested), hand-delivery or facsimile transmission within 2 business days of receipt by Consultant of any such notice from an insurance carrier. Copies of notices received by the Consultant shall be sent to the LPA, in care of the LPA's Responsible Charge and to the State at the following address:

Nebraska Department of Roads
Construction Division – Insurance Section
1500 Highway 2, P. O. Box 94759
Lincoln, NE 68509-4759
Facsimile No. 402-479-4854

- Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.
- The Limits of Coverage's set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the consultant or any of its subconsultants/tier subconsultants. The carrying of insurance described shall in no way be interpreted as relieving the consultant, subconsultant, or tier subconsultant of any responsibility of liability under the contract.
- If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement shall prevail.

FEES AND PAYMENTS

EXHIBIT "E"

- A. For performance of the services as described in this agreement, the Consultant will be paid a fixed-fee-for-profit of \$23,824.94, as defined in paragraph E of this section, and up to a maximum amount of \$180,980.82 for actual costs as defined in paragraph F of this section. The total agreement amount is \$204,805.76. Progress and final payments will be based on receipted invoices or certified billings and compensation will be in accordance with all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulation (48 CFR 31).
- B. The Consultant shall require the subconsultants (if applicable) to notify them if at any time they determine that their costs will exceed their estimated actual costs. The Consultant shall not allow the subconsultants to exceed their estimated actual costs without prior written approval of the LPA. The Consultant is cautioned that cost under-runs associated with any subconsultant's contract are not available for use by the Consultant unless the LPA and FHWA (when applicable) have given prior written approval.
- C. The LPA is not responsible for costs incurred prior to the Notice-to-Proceed date or after the completion deadline date stated in the NOTICE TO PROCEED AND COMPLETION section of this agreement or as provided in a written time extension notification.
- D. Final payment will be based on an audit to be performed by the State at the conclusion of the work.
- E. Fee for profit is computed upon the direct labor costs and overhead costs. The Fee for Profit is not allowable upon direct non-labor costs. The Fee for profit is calculated by multiplying the sum of the direct labor and overhead costs billed by the negotiated Fee for Profit rate of "13.45%".
- F. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.
- (1) Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.
- (a) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's straight time hourly rate for the pay period in which the work was performed. For salaried employees, the hourly earnings rate shall be their normal hourly rate as established by the company's compensation plan, except for those pay periods where the employee works more hours than normally expected. In those pay periods, the hourly rate for project

billing purposes shall be the actual rate determined by dividing the actual compensation for that pay period by the actual hours reported, including paid absences, for that pay period. Hours worked includes paid absences, such as: holiday, vacation, sick leave, administrative leave, etc.

- (b) Time records: The hours charged to the project must be supported by adequate time distribution records. The records must clearly indicate the distribution of hours to all activities on a daily basis for the entire pay period, and there must be a system in place to ensure that time charged to each activity is accurate.

- (2) Direct Non-Labor Costs charges in this category include actual allowable expenses for personnel away from their base of permanent assignment, communication costs, reproduction and printing costs, special equipment and materials required for the project, special insurance premiums if required solely for this agreement, and such other similar items.

A non-labor cost cannot be charged as a direct cost and also be included in the Consultant's overhead rate. If for reasons of practicality, the consultant is treating a direct non-labor cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.

Payment for eligible direct non-salary costs must be made on receipted invoices whenever possible, or on certified billings of the Consultant. For purposes of standardization on this agreement, the following expenses will be reimbursed at actual costs, not to exceed the rates as shown below.

- (a) The reimbursement for vehicle mileage associated with the use of company owned vehicles shall be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. For vehicle mileage associated with the use of a privately owned vehicle (POV), reimbursement is limited to the lesser of:
 - 1) The mileage rate which the consultant reimbursed to the person who submitted the claim for POV use, or
 - 2) The prevailing standard rate as established by the IRS.

- (b) Automobile Rentals and Air Fare will be actual reasonable cost giving the State all discounts.
- (c) The reimbursement for meal and lodging rates shall be the prevailing standard rate as indicated in the current website address for U.S. General Services Administration's (GSA) rates which is indicated below:

<http://www.gsa.gov/portal/category/100120>

- (1) For the Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.

Breakfast:

- (a) Employee is required to depart at or before 6:30 a.m., or
- (b) Employee is on overnight travel.

Lunch:

- (a) Employee must be on overnight travel. No reimbursement for same day travel.
- (b) Employee is required to leave for overnight travel at or before 11:00 a.m., or
- (c) Employee returns from overnight travel at or after 2:00 p.m.

Dinner:

- (a) Employee returns from overnight travel or work location at or after 7:00 p.m., or
- (b) Employee is on overnight travel.

Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.

The Consultant shall note the actual lodging and meal costs in a daily diary, expense report, or on the individual's time report along with the time of departure to the project and time of return to the headquarters town. The total daily meal costs must not exceed the rate indicated in (c) above. When requested by LPA or State, the Consultant will provide a copy of the meal receipts.

- (3) Overhead Costs include indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with 48 CFR 31. Overhead costs are to be allocated to the project as a percentage of direct labor costs. The

1. Project name/location, project number, control number, service provided, and agreement number.
2. All the work under this agreement has been completed and all requirement deliverables have been submitted to the satisfaction of the LPA,
3. There are no outstanding issues to be resolved regarding the work under this agreement.

In addition, the Consultant shall review the overhead costs billed to-date to determine if the overhead rates used on the progress billings match the actual allowable rate applicable to the time period that the labor was incurred. If cost adjustments are necessary, they should be reflected on the final invoice. If a particular year's actual overhead has not yet been computed or approved by the State, the most recent years accepted rate should be applied.

- I. Upon determination that the work was adequately substantiated and satisfactory, payment will be made in the amount of 100 percent of the billed actual costs and fee for profit. Upon acceptance by the LPA and the State/, a final audit of all invoiced amounts will be completed by the State or its authorized representative. The Consultant agrees to reimburse the State for any overpayments discovered by the State or its authorized representative.
- J. The Consultant shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three years from the date of final cost settlement under this agreement. Such materials must be available for inspection by the LPA, State, FHWA, or any authorized representative of the federal government, and when requested, the Consultant shall furnish copies at the State's expense.
- K. The acceptance by the Consultant of the final payment will constitute and operate as a release to the LPA and State for all claims and liability to the Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the services rendered by or in connection with this agreement or any part thereof.